LUMPKIN COUNTY
Board of Commissioners
Work Session II Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

June 20, 2023
5:30 PM

- **CALL TO ORDER**

- **PRESENTATIONS**

1. 2022 Audit Presentation *(Mauldin & Jenkins)* ***Regular Meeting***

- **CONSIDERATION OF MINUTES**

2. Board of Commissioners - Work Session - May 2, 2023 4:00 p.m.
3. Board of Commissioners - Work Session II - May 16, 2023 5:30 p.m.
4. Board of Commissioners - Regular Meeting - May 16, 2023 6 p.m.

- **RESOLUTIONS**

5. 2023-30 Resolution Submitting Three Names for Consideration for Hospital Authority Vacancies in Accordance with O.C.G.A. 31-7-72b - *Cindy Tomblin, Allison Layne, Kim Loggins-Saine*
6. 2023-31 Appoint Member to DFACS Board - *Lorine Peck to Seat 6, with a term expiring 06.30.2028.*
7. 2023-32 Appoint Member to Recycling Committee - *Kim Bell to Seat 9*
8. 2023-33 Resolution to Amend the Lumpkin County Hotel-Motel Tax Ordinance (*Community & Economic Development Director, Rebecca Mincey*)
9. 2023-34 June Surplus Property *(Finance Director Abby Branan)*

- **CONTRACTS/AGREEMENTS**

10. 2023-051 Park & Recreation Fields Turf Management Contract *(Special Projects Director Ashley Peck)*
11. 2023-052 Roundabouts and Welcome Sign Maintenance and Landscaping Contract *(Special Projects Director Ashley Peck)*
12. 2023-055 GDOC Inmate Work Detail Contract - **Ratify** *(Special Projects Director Ashley Peck)*
13. 2023-056 Text to 911 Contract *(E911 Supervisor Carlton Chester)*
14. 2023-057 Georgia Power Contract for Exterior Lighting at New Recreation Center *(Special Projects Director Ashley Peck)*
15. 2023-058 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office *(Finance Director Abby Branan)*
16. 2023-059 Enotah Public Defender Indigent Defense Contract - City *(Finance Director Abby Branan)*
17. 2023-060 Enotah Public Defender Indigent Defense Contract - Four Counties *(Finance*

Director Abby Branan)

18. 2023-061 Lumpkin County Board of Health MOU *(Finance Director Abby Branan)*
19. 2023-062 SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement) *(Finance Director Abby Branan)*
20. 2023-063 Medical Director - EMS - Jack Freeman *(EMA Director David Wimpy)*
21. 2023-064 ACCG-IRMA Property & Liability Insurance Renewal *(Community & Employee Services Director Alicia Davis)*
22. 2023-066 Agreement between Charles Abbott Associates, Inc. & Lumpkin County (*Community & Economic Development Director, Rebecca Mincey*)
23. 2023-067 Contract with Atlanta Gas Light for Installation of Gas Line for the New Recreation Center ***Ratify*** *(Special Projects Director Ashley Peck)*
24. 2023-068 Grant Agreement - Multipurpose Field Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*
25. 2023-069 Grant Agreement - Fields 4 & 6 Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*
26. 2023-070 City Ordinance Required Backflow Prevention Testing and Installation Contract - Townley Construction *(Special Projects Director Ashley Peck)*
27. 2023-071 Architectural and Engineering Services: Recycling Center and Transfer Station *(Special Projects Director Ashley Peck)*
28. 2023-072 United Futbol Academy Soccer *(Park & Rec Manager Joseph Daugherty)*
29. 2023-073 UNG Facilities Use Agreement for 2023 8U Baseball State Championship - **Ratify** *(Park & Rec Manager Joseph Daugherty)*

- **OTHER ITEMS**

30. Consideration of Corrective Deeds for Captain McDonald Rd Right of Way *(Special Projects Manager Charles Trammell)*
31. Enotah Circuit - FY24 Budget *(Finance Director Abby Branan)*
32. Board Approval of a Settlement Agreement Between Lumpkin County and Sharon Booth for $22,500 Related to Northern District of Georgia, Case 2:22-cv-00237-RWS *(County Attorney Joy Edelberg)*
33. LCWSA - 2021 Request for use of ARPA Funds for Water Infrastructure Projects *(W&S Authority Director Sean Phipps)*
34. Fire Station 8 Tenant Request for Cottage Industry Occupational Tax Certificate/Business License (*Community & Economic Development Director Rebecca Mincey*)

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

Lumpkin County, Georgia

Finance

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Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

Lumpkin County, Georgia

County Clerk

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Board of Commissioners

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- **CALL TO ORDER**

- **PRESENTATIONS**

1. Public & Environmental Health Presentation
2. Development Authority Economic Development Strategic Plan (*Community & Economic Development Director, Rebecca Mincey*)

- **MINUTES**

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11. 2023-28 Appoint Member to LC Recycling and Litter Committee - *Karen Ponder to Seat 2*

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16. 2023-045 Bluebeam Studio Subscription Service Agreement (*Community & Economic Development Director, Rebecca Mincey*)

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24. 2023-053 Accessible Solutions, Inc. - Software as a Service (SaaS) Services Agreement Subscription Renewal *(Senior Center Manager Linda Kirkpatrick)*

- **OTHER ITEMS**

25. Blackburn Park Rifle Range *(Sheriff Stacy Jarrard)*

- **COUNTY MANAGER**
- **COUNTY ATTORNEY**
- **COMMISSIONERS**
- **PUBLIC COMMENT (Agenda Specific)**
- **EXECUTIVE SESSION - Litigation, Potential Property Acquisition, Personnel**
- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom
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May 2, 2023
4:00 PM

CALL TO ORDER

The meeting was called to order at 4:01 pm. Present were Chairman Chris Dockery and District Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

PRESENTATIONS

1. Public & Environmental Health Presentation

Susan Cox and Jessica Baker gave a brief presentation on the status of the Lumpkin County Health Department. Chairman Dockery and Commissioner Mayfield complimented them on how well-run and clean the Health Department is.

2. Development Authority Economic Development Strategic Plan *(Community & Economic Development Director, Rebecca Mincey)*

DALC Board of Directors and staff have drafted the attached strategic plan to guide the department's projects & programs. Rebecca Mincey will be presenting the plan to the Board of Commissioners for feedback and comments. Implementation strategies for the following priorities of work are included in the plan.

- Infrastructure
- Industrial & Commercial Development
- Business Retention, Recruitment, & Expansion
- Workforce Development
- Communications

Commissioner Mayfield commented that affordable housing is important, and Lumpkin County needs to begin taking a hard look at that. How can we modify our regulations to make it easier for high-density housing in appropriate areas? He asked Ms. Mincey for her input and advice on the issue.

Ms. Mincey said the Highway 400/Gateway Corridor area has traditionally been the target area for high-density housing. Chairman Dockery said housing is first and foremost on the Governor's agenda, but he prefers it to be called "workforce housing" rather than affordable housing. We want places for the workforce to live while also preserving our rural setting. He noted a point from Ms. Mincey's presentation that diversified housing stock is critical. It is true we do need more high -density housing, but we need to control where it is going and implement it in a smart way. Chairman Dockery said the 400 Gateway Corridor will be a good place for that. We also need to ensure that housing does not grow beyond the available water and sewer capacity.

Chairman Dockery also made some comments on the education statistics from the presentation report.

MINUTES

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7. 2023-24 Resolution to Increase the Number of Members on the LC DFACS Board
The Lumpkin County Department of Children and Family Services (DFCS) is requesting to increase their Board membership from five to seven members.

8. 2023-25 Reappoint Member to Lumpkin County DFACS Board - *Betty Fitts to Seat 5, with a term expiring 06/30/2028*

9. 2023-26 Appoint/Reappoint Members to Lumpkin County Library Board of Trustees - *Bobbi Larson to Seat 6, with a term expiring 06/30/2027.*

10. 2023-27 Appoint Member to Planning Commission - *Chris Adams to Seat 3, with a term expiring 08/27/2026.*
Commissioner Mayfield said he is an excellent choice for the Planning Commission.

11. 2023-28 Appoint Member to LC Recycling and Litter Committee - *Karen Ponder to Seat 2*
Chairman Dockery said the UNG student representative has never attended any of the Recycling Committee meetings, so Karen Ponder will serve as her replacement.

CONTRACTS/AGREEMENTS

12. 2023-035 RFQ for Engineering on Call Services *(County Manager Alan Ours)*

Approval of a contract with an On-Call Engineer

Commissioner Stringer said he thinks there should be a policy on what gets engineered and what doesn't, because he has seen this go astray before.

Chairman Dockery said Charles Trammell, David Robinson, and the County Manager could work together to craft a policy. There are some things that just do not need to be engineered, and we want to be on the same page.

13. 2023-042 Jack Henry & Associates, Inc. Ambulance Service Check Processing Application *(Finance Director Abby Branan)*
Consideration of an application and Terms of Service with Jack Henry & Associates, Inc. for electronic check processing.
Commissioner Stringer asked about a clause that mentions a potential price increase of 10%. Finance Director Abby Branan said this existing contract is at no cost to the County, and this is just to allow electronic check processing.

14. 2023-043 Local Share Match and Commitment Letter Legacy Link, Inc. SFY2024 *(Senior Center Manager Linda Kirkpatrick)*
Each year the Lumpkin County Board of Commissioners is requested to submit an approved Local Share Match Commitment Letter and to pay its local share match. For SFY2024 the match is $14,050.00.

15. 2023-044 iWorq Systems Service Agreement for Land Use Permit *(Community & Economic Development Director, Rebecca Mincey*)
This request for consideration is an add on to also include the Land Use Application within the iWorQ online permitting system.

Commissioner Stringer asked if this was adding an additional service to what we already have. Ms. Mincey responded yes; the Planning Department currently does the process on paper but this will enable it to be done on the iWorQ system they already have.

16. 2023-045 Bluebeam Studio Subscription Service Agreement *(Community & Economic Development Director, Rebecca Mincey)*

This request for consideration is a renewal of the annual Bluebeam subscription service used by the Planning Department, LCWSA, and the Fire Marshal's office for plan review. The subscription service will automatically renew April 9, 2024.

17. 2023-046 Contract for Trail Construction at Yahoola Creek Reservoir/Lake Zwerner (*Community & Economic Development Director Rebecca Mincey*)

February 28, 2023 Lumpkin County received a notice to proceed for the DNR Recreational Trail Program Yahoola Creek Trails project. Upon notice to proceed, staff could issue a RFP for a trail construction company. Three responses were received for the proposal.

A committee reviewed the responses and recommends Steele & Associates as the vendor for the Board's consideration. Ms. Mincey said we received three responses to the RFP ranging from $88,000 to around $350,000. A committee reviewed the proposals and the one listed in the agenda packet is their recommendation. The cost is $122,000, which is over the grant budget. Ms. Mincey was informed by the GA Department of Natural Resources that this has been common in these recreational trail grants since they take so long to complete, and applicants are not allowed to issue an RFP until after they are given a notice to proceed. There will be a shortfall of $18,000.

Chairman Dockery said this shortfall can be funded with money from the recently increased Hotel-Motel tax. Commissioner Mayfield said this would be a great quality-of-life enhancement that our citizens will enjoy.

18. 2023-047 2023 TSPLOST Gravel Road Paving Contract - Colditz Trucking *(Special Projects Manager Charles Trammell)*

This is for consideration of a contract for the paving of 4 county roads.

19. 2023-048 Legacy Link Addendum #2 FY-2023 *(Senior Center Manager Linda Kirkpatrick)*

This request amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2022-020-A-S approved on August 15, 2022) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.

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IGA with the City of Dahlonega for the conduct of the 2023 Municipal General Election.

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This is facilities use agreement between the University System of Georgia and Lumpkin County Parks & Recreation for the use of the UNG pool to conduct swim team practices.

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24. 2023-053 Accessible Solutions, Inc. - Software as a Service (SaaS) Services Agreement Subscription Renewal *(Senior Center Manager Linda Kirkpatrick)*

The Lumpkin County Senior Center is requesting that the Lumpkin County Board of Commissioners renew its subscription with Accessible Solutions, Inc. for use of the ServTracker program software which automates tracking for the Meals on Wheels and Congregate programs.

OTHER ITEMS

25. Blackburn Park Rifle Range *(Sheriff Stacy Jarrard)*

Blackburn Park Rifle Range is for Lumpkin County Residents. Range operations will be limited to the 2nd and 3rd Saturday of each month from 10AM to 2PM., so as to limit noise exposure to surrounding neighborhoods.

Blackburn Park Rifle Range is also a standard range by definition. Meaning, this range will have a suitable backstop and an adequate safety area, but which does not have a downrange shelter for target systems and/or target marking personnel.

This range will consist of two (2) or (3) static firing positions, collocated at a fixed point and approximately 8 feet apart under a covered pavilion. Shooting will also be performed from a fixed shooter's benchrest with parallel direction of fire to designated targets.

Targets will be positioned for each shooter at increments of; 50yds, 100yds, 150yds, 200yds, and 250yds on removable rebar framing edged in the earth approximately 2 feet.

Range in-use warning signs will be positioned at the entrance, rear, and flanks of the firing range. These signs will be placed at an interval of 50 feet. In addition, a gate will also be installed at the range entrance and past the backstop on Dam Road with range flags to prevent further pedestrian and/or off-road vehicle travel.

Sheriff Jarrard outlined his proposal for a rifle range at the Blackburn Park property. It would be open to qualified users one or two Saturdays per month from 10:00 am to 2:00 pm. The range would be 300 yards with two firing lines and a covered shelter. Sheriff Jarrard said there will be qualified range instructors present and the access point will be gated with adequate signage posted. There will be "range in-use" signs posted at appropriate intervals around the range.

The Sheriff explained that we do have a range for the Sheriff's Office currently, but its maximum length is 25 yards, which does not allow for long-range rifle practice. Many citizens have expressed the desire for a longer range. Sheriff Jarrard said he spoke to some of the neighbors out there near Blackburn Park, and no one that he spoke to had an issue with it. He said all users would have to either live, work, or go to school in Lumpkin County, and they would have to attend the LCSO Firearms Safety class with Ret. Major Mike Ramsey. If approved, the range could be completed by late summer or early fall.

Commissioner Moran shared some reservations about this proposed range. He said he has doubts that all of the neighbors are going to be fine with this, and some of them might not even know it has been proposed. He is in favor of firing ranges, but there are issues with this location. Commissioner Moran spoke about his experience back when the Complete Combatant firing range off Porter Springs was under consideration. Many of the noise complaints about that venue resulted from shotguns and rifles. Due to the pushback from the neighbors, the Board of Commissioners imposed pretty restrictive conditions on that venue. Commissioner Moran also said he sees Blackburn Park as a very lucrative location for future Parks & Recreation opportunities, and building a firing range there would eliminate that potential. There would be too much opportunity for someone to wander and be at risk from the range.

Commissioner Stringer said the range would probably go away if the Commissioners ever decide to develop Blackburn Park for recreation, and Commissioner Greene said it would probably take several years before any Park & Rec development would happen, so he would support this range with the stipulation that it should go away if we do develop the park.

Commissioner Moran said no one wants a rifle range in their own backyard. He stated it feels hypocritical to fight against a private business operating a gun range only for the County to open up one. Chairman Dockery said this is different than the Porter Springs Road gun range, but he is not opposed to spreading the word amongst the public and letting them give their input.

Commissioner Mayfield said the qualified public would be using it one Saturday per month, but what about when the deputies use it for training? How often would that occur? Sheriff Jarrard said he does not think it would be that often. He has had a lot of inquiries from citizens about a long range, and he just wants to be able to operate a safe firing range for the citizens. He said he is not trying to infringe on the gun range at Porter Springs, as they are a business.

Commissioner Moran observed that the County limited the Porter Springs gun range hours of operation due to citizen backlash. Sheriff Jarrard said he has spoken to many citizens already and they are in favor of it. That area is popular for hunting, so the gun range would not be much of a bother, said the Sheriff. He stated he is also planning on taking another trip out there to speak to more neighbors.

Chairman Dockery suggested having time for public input at the June work session.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)
Citizen Robin Hall asked if the Sheriff's proposed gun range would conform to the County's Land Use Code. Chairman Dockery said he did not know off the top of his head, but he will do some research into it.

Sheriff Jarrard shared an update about the lawsuit made against the County by some of the members of the Rainbow Family. He reminded everyone of how they held their annual gathering in Lumpkin County in 2018, and there were several arrests made. Some of the attendees who were arrested made frivolous claims in their lawsuits. Sheriff Jarrard said he was pleased to report that all of the accusations were dismissed due to lack of findings, and the County was not found to have violated anyone's rights.

EXECUTIVE SESSION - Litigation, Potential Property Acquisition, Personnel
***Motion**: Commissioner Mayfield made a motion to enter executive session at 4:54 pm. Commissioner Stringer seconded the motion, which was approved and carried.*

***Motion**: Commissioner Greene made a motion to exit executive session and re-enter regular session at 6:32 pm. The motion was seconded by Commissioner Moran. The motion was approved and carried.*

There were no announcements from executive session.

ADJOURNMENT
The meeting was adjourned at 6:33 pm.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County

Lumpkin County, Georgia

County Clerk

Date: June 20, 2023

Agenda Item: Board of Commissioners - Work Session II - May 16, 2023 5:30 p.m.

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22. 2023-054 GDOT 5311 FY2024 Transit Grant Award *(Fleet & Transit Division Manager Randy Allison)*

Lumpkin County Board of Commissioners is required to submit an application each year to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program. The deadline for the application submission is November 2, 2022.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS
Chairman Dockery discussed his recent tour of the new hospital construction site, which will be 60,000 square feet when completed.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT
The meeting was adjourned at 5:39 PM.

_____
Date

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Witcher
Clerk, Lumpkin County

Lumpkin County, Georgia

County Clerk

Date: June 20, 2023

Agenda Item: Board of Commissioners - Regular Meeting - May 16, 2023 6 p.m.

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Agenda
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

May 16, 2023
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **CONSIDERATION OF MINUTES**

1. Board of Commissioners - Work Session - April 4, 2023 4:00 p.m.
2. Board of Commissioners - Work Session II - April 18, 2023 5:30 p.m.
3. Board of Commissioners - Regular Meeting - April 18, 2023 6:00 p.m.

- **RESOLUTIONS**

4. 2023-23 Appoint Members to Lumpkin County Veterans Affairs Committee - *Michelle Webb to Seat 5 and Heath Williams to Seat 7, both with terms expiring 04/14/2027*
5. 2023-24 Resolution to Increase the Number of Members on the LC DFACS Board
6. 2023-25 Reappoint Member to Lumpkin County DFACS Board - *Betty Fitts to Seat 5, with a term expiring 06/30/2028*
7. 2023-26 Appoint/Reappoint Members to Lumpkin County Library Board of Trustees - *Bobbi Larson to Seat 6, with a term expiring 06/30/2027.*
8. 2023-27 Appoint Member to Planning Commission - *Robin Hall to Seat 1, with a term expiring 08.27.2027 and Chris Adams to Seat 3, with a term expiring 08/27/2026.*
9. 2023-28 Appoint Member to LC Recycling and Litter Committee - *Karen Ponder to Seat 2*
10. 2023-29 Resolution to Adopt a Policy for the Utilization of On-Call Engineer Services

- **REPORTS**

County Department reports can be viewed on www.lumpkincounty.gov

- **ELECTED OFFICIALS**
- **CONTRACTS/AGREEMENTS**

11. 2023-035 RFQ for Engineering on Call Services *(County Manager Alan Ours)*
12. 2023-042 Jack Henry & Associates, Inc. Ambulance Service Check Processing Application *(Finance Director Abby Branan)*

13. 2023-043 Local Share Match and Commitment Letter Legacy Link, Inc. SFY2024 *(Senior Center Manager Linda Kirkpatrick)*
14. 2023-044 iWorq Systems Service Agreement for Land Use Permit (*Community & Economic Development Director, Rebecca Mincey*)
15. 2023-045 Bluebeam Studio Subscription Service Agreement (*Community & Economic Development Director, Rebecca Mincey*)
16. 2023-046 Contract for Trail Construction at Yahoola Creek Reservoir/Lake Zwerner (*Community & Economic Development Director Rebecca Mincey*)
17. 2023-047 2023 TSPLOST Gravel Road Paving Contract - Colditz Trucking *(Special Projects Manager Charles Trammell)*
18. 2023-048 Legacy Link Addendum #2 FY-2023 *(Senior Center Manager Linda Kirkpatrick)*
19. 2023-049 2023 Municipal General Election IGA with City of Dahlonega *(Elections Supervisor Robin McIntosh)*
20. 2023-050 UNG Swimming Pool Facilities Use Agreement *(Park & Rec Manager Joseph Daugherty)*
21. 2023-053 Accessible Solutions, Inc. - Software as a Service (SaaS) Services Agreement Subscription Renewal *(Senior Center Manager Linda Kirkpatrick)*
22. 2023-054 GDOT 5311 FY2024 Transit Grant Award *(Fleet & Transit Division Manager Randy Allison)*

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

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533

May 16, 2023
6:00 PM

CALL TO ORDER
The meeting was called to order at 6:01 pm. Present were Chairman Chris Dockery and District Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

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

CONSIDERATION OF AGENDA
Motion*: Commissioner Stringer moved to approve the agenda and was seconded by Commissioner Greene. The motion was approved and carried.*

PUBLIC COMMENTS (Agenda Specific)

CONSIDERATION OF MINUTES

1. Board of Commissioners - Work Session - April 4, 2023 4:00 p.m.
2. Board of Commissioners - Work Session II - April 18, 2023 5:30 p.m.
3. Board of Commissioners - Regular Meeting - April 18, 2023 6:00 p.m.

Motion*: Commissioner Moran moved to approve the minutes by acclamation and was seconded by Commissioner Greene. The motion was approved and carried.*

RESOLUTIONS

4. 2023-23 Appoint Members to Lumpkin County Veterans Affairs Committee - *Michelle Webb to Seat 5 and Heath Williams to Seat 7, both with terms expiring 04/14/2027*

Motion*: Chairman Dockery made a motion to appoint Michelle Webb to Seat 5 with a term expiring 4/14/2027. Commissioner Moran seconded the motion, which was approved and carried.*

Motion*: Chairman Dockery made a motion to appoint Heath Williams to Seat 7 with a term expiring 4/14/2027. Commissioner Greene seconded the motion, which was approved and carried.*

5. 2023-24 Resolution to Increase the Number of Members on the LC DFACS Board
The Lumpkin County Department of Children and Family Services (DFCS) is requesting to increase their Board membership from five to seven members.

Motion*: Commissioner Stringer moved to approve the resolution, and Commissioner Moran gave the second. The motion was approved and carried.*

6. 2023-25 Reappoint Member to Lumpkin County DFACS Board - *Betty Fitts to Seat 5, with a term expiring 06/30/2028*

***Motion**: Chairman Dockery made a motion to reappoint Betty Fitts to Seat 5 with a term expiring 6/30/2028. He was seconded by Commissioner Moran, and the motion was approved unanimously.*

7. 2023-26 Appoint/Reappoint Members to Lumpkin County Library Board of Trustees - *Bobbi Larson to Seat 6, with a term expiring 06/30/2027.*

***Motion**: Chairman Dockery moved to reappoint Bobbi Larson to Seat 6 with a term expiring 6/30/2027. Commissioner Stringer seconded the motion, and it was approved unanimously.*

8. 2023-27 Appoint Member to Planning Commission - *Robin Hall to Seat 1, with a term expiring 08.27.2027 and Chris Adams to Seat 3, with a term expiring 08/27/2026.*

***Motion**: Chairman Dockery moved to appoint Robin Hall to Seat 1 with a term expiring 8/27/2027, and he was seconded by Commissioner Moran. The motion was approved unanimously.*

***Motion**: Chairman Dockery made a motion to appoint Chris Adams to Seat 3 with a term expiring 8/27/2026. The motion was seconded by Commissioner Mayfield, and it was approved unanimously.*

9. 2023-28 Appoint Member to LC Recycling and Litter Committee - *Karen Ponder to Seat 2*

***Motion**: Chairman Dockery moved to appoint Karen Ponder to Seat 2, and Commissioner Greene seconded the motion. The motion was approved unanimously.*

10. 2023-29 Resolution to Adopt a Policy for the Utilization of On-Call Engineer Services

***Motion**: Commissioner Stringer moved to approve the resolution and was seconded by Commissioner Mayfield. The motion was approved unanimously.*

REPORTS

County Department reports can be viewed on www.lumpkincounty.gov

ELECTED OFFICIALS

CONTRACTS/AGREEMENTS

11. 2023-035 RFQ for Engineering on Call Services *(County Manager Alan Ours)*
Approval of a contract with an On-Call Engineer

***Motion**: Commissioner Moran moved to approve the contract and was seconded by Commissioner Stringer. The motion was approved unanimously.*

12. 2023-042 Jack Henry & Associates, Inc. Ambulance Service Check Processing Application *(Finance Director Abby Branan)*
Consideration of an application and Terms of Service with Jack Henry & Associates, Inc. for electronic check processing.

***Motion**: Commissioner Stringer made a motion to approve the contract and was seconded by Commissioner Moran. The motion was approved and carried.*

13. 2023-043 Local Share Match and Commitment Letter Legacy Link, Inc. SFY2024 *(Senior Center Manager Linda Kirkpatrick)*

Each year the Lumpkin County Board of Commissioners is requested to submit an approved Local Share Match Commitment Letter and to pay its local share match. For SFY2024 the match is $14,050.00.

***Motion**: Commissioner Stringer made a motion to approve option A, which is to approve and submit the commitment letter. His motion was seconded by Commissioner Greene, and it was approved unanimously.*

14. 2023-044 iWorq Systems Service Agreement for Land Use Permit (*Community & Economic Development Director, Rebecca Mincey*)

This request for consideration is an add on to also include the Land Use Application within the iWorQ online permitting system.

***Motion**: Commissioner Greene made a motion to approve the contract and was seconded by Commissioner Stringer. The motion was approved and carried.*

15. 2023-045 Bluebeam Studio Subscription Service Agreement (*Community & Economic Development Director, Rebecca Mincey*)

This request for consideration is a renewal of the annual Bluebeam subscription service used by the Planning Department, LCWSA, and the Fire Marshal's office for plan review. The subscription service will automatically renew April 9, 2024.

***Motion**: Commissioner Stringer made a motion to approve the contract and was seconded by Commissioner Moran. The motion was approved unanimously.*

16. 2023-046 Contract for Trail Construction at Yahoola Creek Reservoir/Lake Zwerner (*Community & Economic Development Director Rebecca Mincey*)

February 28, 2023 Lumpkin County received a notice to proceed for the DNR Recreational Trail Program Yahoola Creek Trails project. Upon notice to proceed, staff could issue a RFP for a trail construction company. Three responses were received for the proposal.

A committee reviewed the responses and recommends Steele & Associates as the vendor for the Board's consideration.

***Motion**: Commissioner Mayfield made a motion to approve the contract and was seconded by Commissioner Moran.*

Community & Economic Development Director Rebecca Mincey clarified that the Board of Commissioners would have to specify a funding source for the shortfall. She explained that option D would be to use Hotel/Motel Tax future collections.

***Motion**: Commissioner Mayfield amended his motion to use the Hotel/Motel Tax collections (option D) as the funding source. The motion was seconded by Commissioner Moran, and it was approved unanimously.*

17. 2023-047 2023 TSPLOST Gravel Road Paving Contract - Colditz Trucking *(Special Projects Manager Charles Trammell)*

This is for consideration of a contract for the paving of 4 county roads.

***Motion**: Commissioner Stringer moved to approve the contract. He was seconded by Commissioner Mayfield, and the motion was approved unanimously.*

18. 2023-048 Legacy Link Addendum #2 FY-2023 *(Senior Center Manager Linda Kirkpatrick)*
This request amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2022-020-A-S approved on August 15, 2022) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services, and Transportation for senior adults in Lumpkin County.

***Motion**: Commissioner Stringer moved to approve the contract and was seconded by Bobby Mayfield. The motion was approved unanimously.*

19. 2023-049 2023 Municipal General Election IGA with City of Dahlonega *(Elections Supervisor Robin McIntosh)*
IGA with the City of Dahlonega for the conduct of the 2023 Municipal General Election

***Motion**: Commissioner Greene moved to approve the IGA and was seconded by Commissioner Moran. The motion was approved unanimously.*

20. 2023-050 UNG Swimming Pool Facilities Use Agreement *(Park & Rec Manager Joseph Daugherty)*
This is a facilities use agreement between the University System of Georgia and Lumpkin County Parks & Recreation for the use of the UNG pool to conduct swim team practices.

***Motion**: Commissioner Mayfield made a motion to approve the agreement, and his motion was seconded by Commissioner Stringer. The motion was approved and carried.*

21. 2023-053 Accessible Solutions, Inc. - Software as a Service (SaaS) Services Agreement Subscription Renewal *(Senior Center Manager Linda Kirkpatrick)*
The Lumpkin County Senior Center is requesting that the Lumpkin County Board of Commissioners renew its subscription with Accessible Solutions, Inc. for use of the ServTracker program software which automates tracking for the Meals on Wheels and Congregate programs.

***Motion**: Commissioner Stringer moved to approve the contract and was seconded by Commissioner Mayfield. The motion was approved unanimously.*

22. 2023-054 GDOT 5311 FY2024 Transit Grant Award *(Fleet & Transit Division Manager Randy Allison)*
Lumpkin County Board of Commissioners is required to submit an application each year to the Georgia Department of Transportation (GDOT) for continuation of funding for the 5311 Rural Transit program. The deadline for the application submission is November 2, 2022.

***Motion**: Commissioner Greene moved to approve the agreement and was seconded by Commissioner Mayfield. The motion was approved unanimously.*

COUNTY MANAGER
Mr. Ours gave an update on the construction of the new recreation center and the paving of Pinetree Way.

COUNTY ATTORNEY

COMMISSIONERS
Commissioner Stringer thanked staff for their efforts on the staff analyses this week. He said the extra work and additional information provided was a great assistance.

PUBLIC COMMENTS

ADJOURNMENT

***Motion**: Commissioner Mayfield moved to adjourn the meeting and was seconded by Commissioner Greene. The motion was approved unanimously, and the meeting ended at 6:17 pm.*

_____
Date

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Witcher
Clerk, Lumpkin County

Lumpkin County, Georgia

Board of Commissioners

Date: June 20, 2023

Agenda Item: 2023-30 Resolution Submitting Three Names for Consideration for Hospital Authority Vacancies in Accordance with O.C.G.A. 31-7-72b - *Cindy Tomblin, Allison Layne, Kim Loggins-Saine*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-30

A RESOLUTION TO SUBMIT A LIST OF THREE ELIGIBLE PERSONS FOR CONSIDERATION BY THE HOSPITAL AUTHORITY OF LUMPKIN COUNTY

Whereas, the Board of Commissioners of Lumpkin County desires to submit a list of three eligible persons for consideration by the board of the Hospital Authority of Lumpkin County to be appointed to fill a vacancy on the board pursuant to OCGA §31-7-72(b);

Now therefore, it is hereby resolved that the following list of eligible persons shall be submitted to the board of the Hospital Authority of Lumpkin County for consideration for appointment to fill a vacancy on the board:

Cindy Tomblin
Allison Layne
Kim Loggins-Saine

Resolved, adopted and effective this 20th day of June, 2023.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners

Date: June 20, 2023

Agenda Item: 2023-31 Appoint Member to DFACS Board - *Lorine Peck to Seat 6, with a term expiring 06.30.2028.*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-31

A RESOLUTION TO APPOINT A MEMBER TO THE LUMPKIN COUNTY DEPARTMENT OF FAMILY AND CHILDREN SERVICES BOARD

Whereas, the Lumpkin County Board of Commissioners desires to appoint a member to serve on the Lumpkin County Department of Family and Children Services Board in Seat 6;

Now therefore, it is hereby resolved that the following person is appointed to the Lumpkin County Department of Family and Children Services Board for the seat and term provided below:

Name	**Seat**	**Term**
Lorine Peck	6	July 1, 2023 to June 30, 2028

Resolved, adopted and effective this 20th day of June, 2023

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Board of Commissioners

Date: June 20, 2023

Agenda Item: 2023-32 Appoint Member to Recycling Committee - *Kim Bell to Seat 9*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

Lumpkin County Resolution No. 2023 – 32

A Resolution to Appoint a Member to the Lumpkin County Recycling & Litter Committee

Whereas, the Lumpkin County Board of Commissioners created the Lumpkin County Recycling & Litter Committee by Lumpkin County Resolution No. 2023-06 as an ad hoc committee for the purpose of assisting the County in establishing an affordable, efficient, sustainable solution for recycling & litter in Lumpkin County; and

Whereas, the committee is comprised of nine members as follows: Seat One - University of North Georgia representative, Seat Two - University of North Georgia student representative, Seat Three - Lumpkin County School System representative, Seat Four - Lumpkin County Sheriff, Seat Five - Lumpkin County Commissioner, Seat Six – Lumpkin County Commissioner, Seat Seven - Chamber of Commerce representative, Seat Eight – citizen at-large and Seat Nine – citizen at large; and

Whereas, the Board of Commissioners desires to appoint a new member to serve in Seat Nine to replace a member who has declined to serve;

Now therefore, it is hereby resolved that the following person is appointed to serve on the Lumpkin County Recycling & Litter Committee in the seat provided below:

Seat Nine: Kim Bell

Resolved, adopted and effective this 20th day of June, 2023.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County, Georgia

Planning

Date:	June 20, 2023
Agenda Item:	2023-33 Resolution to Amend the Lumpkin County Hotel-Motel Tax Ordinance (*Community & Economic Development Director, Rebecca Mincey*)
Item Description:	The Resolution presented here is to amended the County's ordinance to increase the hotel motel tax to 8% with an effective date of August 1, 2023.
Facts & Historical Information:	On Feb 21 the Board of Commissioners approved a resolution to request the Georgia General Assembly to adopt local legislation for Lumpkin County's HMT to be increased from 5% to 8%. The Georgia General Assembly has since passed the requested local legislation and it has been signed by the Governor.
Potential Courses Of Action:	a. Approve the Resolution as presented b. Approve the Resolution with suggested revisions c. Do not approve the Resolution d. Provide staff another course of action
Budget Impact:	None.
Staff Recommendation:	Approve the Resolution as presented.

LUMPKIN COUNTY RESOLUTION NO. 2023-33

A RESOLUTION TO AMEND
THE
LUMPKIN COUNTY HOTEL-MOTEL TAX ORDINANCE

Whereas, by Lumpkin County Resolution No. 2023-08, the Lumpkin County Board of Commissioners requested the legislative delegation of Lumpkin County, Georgia to sponsor and introduce a local legislative act before the Georgia General Assembly authorizing Lumpkin County to adopt a Hotel-Motel Tax of up to eight percent (8%) authorized pursuant to O.C.G.A. § 48-13-51(b); and

Whereas, the Georgia General Assembly did pass a local legislative act, being Senate Bill 295, authorizing Lumpkin County to adopt a Hotel-Motel Tax of up to eight percent (8%) authorized pursuant to O.C.G.A. § 48-13-51(b); and

Whereas, the Board of Commissioners desires to amend the Lumpkin County Hotel-Motel Tax Ordinance to increase its Hotel-Motel tax from five percent (5%) to eight percent (8%);

Now therefore, it is hereby resolved that the Lumpkin County Hotel-Motel Tax Ordinance is hereby amended to increase the Hotel-Motel tax from five percent (5%) to eight percent (8%) as shown in the Exhibit 'A' attached hereto; and

It is further resolved that Article IV, Chapter 50 of the Code of Ordinances of Lumpkin County Georgia, shall be updated to incorporate said amendments;

It is further resolved that all prior resolutions and ordinances, or parts of resolutions and ordinances, in conflict with this resolution and ordinance are hereby repealed.

Resolved, adopted and effective this 20th day of June, 2023.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

ARTICLE IV. HOTEL-MOTEL TAX[1]

Sec. 50-62. Purpose.

The ordinance from which this article is derived is enacted by virtue of the powers provided in O.C.G.A. § 48-13-51. The purpose of this article is to enact an excise tax on rooms, lodgings and accommodations operating in the unincorporated areas of the county for the purposes of promoting, attracting, stimulating, and developing conventions and tourism in the county and for the provision of other local government services.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-63. Definitions.

As used in this article, the following words, terms and phrases shall have the meanings ascribed to them herein, except when the context clearly indicates a contrary meaning.

Guest means any person or entity who receives a room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, the county for operating within the special district a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value.

Innkeeper means any person or entity who furnishes for value to the public any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, the county for operating within the special district a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value.

Rent means the considerations or value received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, and also the amount for which credit is allowed by the innkeeper to the guest, without any deduction therefrom whatsoever.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-64. Rate of levy.

(a) There is hereby set and levied an excise tax in the amount of eight percent upon the furnishing for value to the public of any room or rooms, lodgings, or accommodations furnished by any person or legal entity licensed by, or required to pay business or occupation taxes to, the county for operating within the unincorporated area of the county a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value. The tax shall be

[1]Editor's note(s)—Ord. No. 2018-51, exh. A, adopted September 18, 2018, repealed the former Art. IV, §§ 50-62—50-80, and enacted a new Art. IV as set out herein. The former Art. IV pertained to similar subject matter and derived from Res. No. 89-2, §§ 1, 3—11, adopted March 1, 1989; Ord. No. 89.2, 3-1-2004; Res. No. 2005-43, adopted August 16, 2005; Res. No. 2011-76, exh. A, adopted Dec. 20, 2011; Res. No. 2012-14, exh. A, 2-21-2012; Res. No. 2017-36, 4-18-2017.

State law reference(s)—Authority for county to assess and collect excise taxes on rooms, lodgings, and accommodations, O.C.G.A. § 48-13-51.

paid upon any occupancy occurring on or after August 1, 2023, unless such occupancy occurs from a reservation made prior to August 1, 2023, and in such case the tax shall be paid at the former rate of 5%.

(1) The excise tax shall be imposed on any person or legal entity licensed by or required to pay a business or occupation tax to the governing authority imposing the tax for operating a hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value and shall apply to the furnishing for value of any room, lodging, or accommodation. Every person or entity subject to a tax levied as provided herein shall, except as otherwise provided in this article, be liable for the tax at the applicable rate on the lodging rent actually collected or received, if the amount of taxes collected from the guest is in excess of the total amount that should have been collected, the total amount actually collected must be remitted. It shall be the duty of every innkeeper to collect the tax imposed herein.

(2) Any tax levied as provided in this article is also imposed upon every person or entity who is a guest and who receives a room, lodging, or accommodation that is subject to the tax levied under this article. Every such guest subject to the tax levied under this article shall pay the tax to the person or entity providing the room, lodging, or accommodation. The tax shall be a debt of the person obtaining the room, lodging, or accommodation to the person or entity providing such room, lodging, or accommodation until it is paid and shall be recoverable at law by the person or entity providing such room, lodging, or accommodation in the same manner as authorized for the recovery of other debts. The person or entity collecting the tax from the guest shall remit the tax to the county, and the tax remitted shall be a credit against the tax imposed by subsection (1) on the person or entity providing the room, lodging, or accommodation.

(b) The tax authorized by this article shall not apply to:

(1) Charges made for any rooms, lodgings, or accommodations provided to any persons who certify that they are staying in such room, lodging, or accommodation as a result of the destruction of their home or residence by fire or other casualty;

(2) The use of meeting rooms and other such facilities or any rooms, lodgings, or accommodations provided without charge;

(3) Any rooms, lodgings, or accommodations furnished for a period of one or more days for use by Georgia state or local governmental officials or employees when traveling on official business. Notwithstanding the availability of any other means of identifying the person as a state or local government official or employee, whenever a person pays for any rooms, lodgings, or accommodations with a state or local government credit or debit card, such rooms, lodgings, or accommodations shall be deemed to have been furnished for use by a Georgia state or local government official or employee traveling on official business for purposes of the exemption provided by this subsection. For purpose of the exemption provided under this subsection, a local government official or employee shall include officials or employees of counties, municipalities, consolidated governments, or county or independent school districts; or

(4) Charges made for continuous use of any rooms, lodgings, or accommodations after the first 30 days of continuous occupancy.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-65. Registration of innkeeper.

(a) Every person engaging in or about to engage in business as an innkeeper in the unincorporated areas of the county shall immediately register said business with the planning department of the county on a form provided by the planning department for such purpose.

(1) The required registration hereunder shall set forth the name under which the innkeeper transacts business or intends to transact business, the location of the innkeeper's place of business, and such other information as would facilitate the collection of the tax by the finance department.

(2) The registration shall be signed by the innkeeper if a natural person, by an officer if the innkeeper is a corporation or a partner if the innkeeper is a partnership.

(3) A separate registration shall be required for each place of business of an innkeeper. For the purposes of this article, each hotel, motel, inn, lodge, tourist camp, tourist cabin, campground, or any other place in which rooms, lodgings, or accommodations are regularly furnished for value is considered a separate place of business and requires a separate registration.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-66. Certificate of taxing authority.

Upon the registration of an innkeeper as provided in section 50-65, the planning department shall issue to such innkeeper without charge a certificate of authority to collect the tax on guests. Each certificate shall state the name and location of the business to which it relates.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-67. Due date and required return.

(a) All taxes levied by this article shall be due and payable to the finance department or the County's designated service provider monthly on or before the 20th day of every month next succeeding each respective month in which such taxes are collected, and payment shall be accompanied by a return for the preceding monthly period showing the gross rent, rent from long-term guests or otherwise exempt guests, taxable rent, amount of tax collected or otherwise due for a period, and such other information as may be required by the finance department or the governing authority of the county.

(b) Any due date that falls on a weekend or holiday will be accepted on the next business day without penalty.

(c) The finance department shall transfer to the general county fund such excise taxes as have been paid under the provisions of this article on a monthly basis, and such funds shall thereafter at the direction of the board of commissioners be transferred as may be provided by contract to the Dahlonega-Lumpkin County Chamber of Commerce for the promotion of the tourism industry in the county, or as may otherwise be determined and directed by the board of commissioners for the purposes of promoting, attracting, stimulating, and developing conventions and tourism in the county and for the provision of other local government services as provided by law.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-68. Collection fee allowed innkeepers.

Innkeepers collecting the tax levied hereunder shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting, and payment of the amount due, if said amount is not delinquent at the time of payment. The rate of the deduction shall be the same rate authorized pursuant to O.C.G.A. § 48-13-52.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-69. Civil penalties.

(a) In the event of innkeeper's failure to pay full amount of the tax when due, there shall be imposed, in addition to other penalties provided by law, a penalty to be added to the tax in the amount of five percent or $5.00, whichever is greater, if the failure is for not more than 30 days and an additional five percent or $5.00, whichever is greater, for each additional 30 days or fraction of 30 days during which the failure continues. The penalty for any single violation shall not exceed 25 percent or $25.00 in the aggregate, whichever is greater. If the failure is due to providential cause shown to the satisfaction of the county in affidavit form attached to the return and remittance is made within ten days of due date, the return may be accepted exclusive of penalties and interest. In the case of a false or fraudulent return or of a failure to file a return where willful intent exists to defraud the governing authority of any tax due under this article, a penalty of 50 percent of the tax due shall be assessed.

(b) All civil penalties and interest added to any tax imposed under this article and collected by the county shall be included as revenue derived from such tax for purposes of the expenditure requirements imposed on the county as provided by law.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-70. Delinquency; estimation; enforcement.

(a) If any innkeeper fails to file a return as required under the provisions of this article, the county shall make an estimate for the taxable period of taxable charges of the innkeeper. The estimate shall be based upon any information which is or may come into the possession of the county. Based on its estimate, the county shall assess and collect the taxes, interest, and penalties, as accrued, on the basis of the assessments.

(b) The county shall give to the innkeeper written notice of the determination as herein provided. The notice may be served personally, by email or by mail; if by email or mail such service shall be addressed to the innkeeper at the address as it appears in the county's records. Service by mail is complete when placed in the U.S. Postal system for delivery by certified mail.

(c) The amount of the determination made under this section shall bear daily interest at the maximum rate permitted by law for post-judgment debts, from the 20th day of the month for which the amount or any portion thereof should have been returned, until the date of payment.

(d) In addition, a penalty of five percent of the tax due, or $5.00, whichever is greater for each 30 days or fraction thereof of delinquency, not to exceed 25 percent or $25.00 in the aggregate, whichever is greater, shall be assessed and paid by the innkeeper to the county.

(e) The estimated tax, together with applicable penalties and interest, may be collected utilizing any of the enforcement methods set forth in this article or as otherwise authorized by law.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-71. Required records.

Each innkeeper collecting a tax under the provisions of this article shall keep for a period of at least three years all records, receipts, invoices, and other pertinent papers setting forth the rent charged for each occupancy, the date or dates of occupancy, and such other information as the county may require.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-72. Enforcement, powers.

The county or its designated representative shall administer and enforce the provisions of this article for the collection of the tax imposed by this article, and in so doing shall have the power to:

(a) Examine, or authorize the examination of, books, papers, records, financial reports, equipment, and other facilities of any innkeeper subject to this article, in order to verify the accuracy of any return made, or if no return is made by the innkeeper, to ascertain and determine the amount required to be paid;

(b) Require the filing of reports by any person having in his possession or custody information relating to rentals which are subject to the tax levied by this article, and

(c) Allow a credit on any amount due and payable from persons who paid the tax levied by this article but who were erroneously or illegally subjected thereto.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-73. Collection by court action.

(a) At any time within three years after any tax or any portion of such tax required to be collected becomes due and payable, the county attorney or any attorney designated by the governing authority, at the direction of the governing authority, may bring an action in a court of competent jurisdiction in the name of the county to collect such amount due together with interest, court fees, attorney's fees, and other legal fees incident thereto.

(b) All cost of such collection shall be paid to the general fund from the tourism, convention and trade show account at the time the costs are accrued, and before any fees available at that time are paid to any authorized entity.

(c) To the extent that any judgments are collected following a favorable award of the court, such fees shall be included as revenue derived from such tax for purposes of the expenditure requirements imposed on the county as provided by law.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-74. Effect of sale of establishment.

If any innkeeper becomes liable for any amount required to be paid by this article and subsequent thereto sells out or quits the business, the successors or assignees of such innkeeper shall withhold a sufficient amount of the purchase price to cover such amount due. If such purchaser of the business fails to withhold the required amount, he shall become personally liable therefor to the extent of the tax owed, together with any applicable penalties and interest.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-75. Criminal penalties for failure to make a return and pay taxes due.

(a) It shall be unlawful for any innkeeper to fail to make a return and pay the taxes due under this article to any applicable governing authority imposing a tax under this article.

(b) (1) If the tax liability is $10,000.00 or less, any person who violates subsection (a) of this Code section shall be guilty of a misdemeanor.

(2) If the tax liability is more than $10,000.00, any person who violates subsection (a) of this Code section shall be guilty of a felony and, upon conviction thereof, shall be punished by imprisonment for not less than one year nor more than ten years.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-76. Criminal penalties for failure, neglect, or refusal to collect tax.

(a) It shall be unlawful for any innkeeper to fail, neglect, or refuse to collect the tax provided in this article, either by himself or herself or through his or her agents or employees.

(b) In addition to the penalty of being liable for and paying the tax himself or herself, any person who violates subsection (a) of this Code section shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than $100.00 or imprisonment in the county jail for not more than three months, or both.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-77. Criminal penalties for making false or fraudulent return.

(a) It shall be unlawful for any innkeeper required by this article to make, render, sign, or verify any return to make a false or fraudulent return with intent to evade the tax levied by this article.

(b) Any person who violates subsection (a) of this Code section shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than $100.00 nor more than $300.00 or confinement in the county jail for not less than 30 days nor more than three months, or both fine and confinement.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-78. Criminal penalties for failure or refusal to furnish return or supplemental return.

(a) It shall be unlawful for any innkeeper subject to this article to fail or refuse to furnish any return required to be made by this article or to fail or refuse to furnish a supplemental return or other data required by the governing authority imposing a tax under this article.

(b) Any person who violates subsection (a) of this Code section shall be guilty of a misdemeanor.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-79. Criminal penalties for failure to keep records or open records to inspection.

(a) It shall be unlawful for any innkeeper subject to this article to fail to keep records or to fail to open the records to inspection as required by law.

(b) Any person who violates subsection (a) of this Code section shall be guilty of a misdemeanor.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-80. Other violations; penalty.

(a) It shall be unlawful for any innkeeper to violate any other provision of this article for which punishment is not otherwise provided.

(b) Any person who violates subsection (a) of this Code section shall be guilty of a misdemeanor.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Sec. 50-80.1. Repeal of conflicting provisions.

All ordinances or parts of ordinances in conflict with this article and not preserved hereby are hereby repealed.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Editor's note(s)—Res. No. 2018-51, exh. A, adopted September 18, 2018 set out § 50-81, pertaining to repeal of conflicting provisions; however, said provisions have been redesignated as § 50-80.1, at the editor's discretion, for purposes of maintaining Code format.

Sec. 50-80.2. Severability.

If any section, provision or clause of any part of this article shall be declared invalid or unconstitutional, or if the provisions of any part of this article as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such individuality shall not be construed to affect the provisions of this article not so held to be invalid, or the application of this article to other circumstances not so held to be invalid. It is hereby declared as the intent that this article would have been adopted had such invalid portion not been included herein.

(Res. No. 2018-51, exh. A, 9-18-2018; Res. No. 2020-23, (Exh. A), 4-21-2020)

Editor's note(s)—Res. No. 2018-51, exh. A, adopted September 18, 2018 set out § 50-82, pertaining to severability; however, said provisions have been redesignated as § 50-80.2, at the editor's discretion, for purposes of maintaining Code format.

Lumpkin County, Georgia

Finance

Date:	June 20, 2023
Agenda Item:	2023-34 June Surplus Property *(Finance Director Abby Branan)*
Item Description:	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. 2023 –34

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 05/30/2023 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 05/30/2023 attached hereto as Exhibit "A" is declared surplus; and

It is further resolved that the Sheriff's Office is authorized to destroy the property identified on the Surplus Request List Dated 05/30/2023 attached hereto as Exhibit "A" as required by law; and

It is further resolved that, after the destruction of the items and obtaining any required documentation from the ATF, any remaining parts which have economic value and can legally be sold shall be advertised 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, sold for scrap with the funds generated deposited into the General Fund, or otherwise disposed of as may be required by law; 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 20th of June, 2023.

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

SURPLUS REQUEST LIST DATED 5/30/23

Dept.	Description	Comments	ID#	VIN OR SERIAL NUMBER
33000	Submachine Gun			162-001104
33000	Submachine Gun			162-001105
33000	Machine Gun			162-002655

Lumpkin County, Georgia

Special Projects

Date: June 20, 2023

Agenda Item: 2023-051 Park & Recreation Fields Turf Management Contract *(Special Projects Director Ashley Peck)*

Item Description:

Approval of contract with TruGreen for Turf Care Management

Facts & Historical Information:

Lumpkin County currently has a vendor that treats 2 fields at Yahoola Creek Park, the Multi-Purpose and Legion Field. The same vendor also treats the Justice Center and Library. An RFP was put out in May for a vendor to provide turf care management for all athletic fields and work with Park and Rec staff to improve the fields. The Justice Center and Library were included as well. We had 3 responses to the RFP from ALF, Integrity Turf and TruGreen. A group of 3 staff members reviewed the methodology, experience, certifications and pricing of the 3 responses. TruGreen was selected to be recommended to the Board for consideration of a contract for turf care management. TruGreen would provide a 6-application program that includes fertilizer, pre-emergent weed control, post-emergent weed control and a lime application. They will also supply a fire ant treatment as well. TruGreen is highly experienced with recreation fields and treats multiple neighboring counties to include; Jackson, Rabun, White, Madison and Habersham. TruGreen's pricing was the least expensive of the 3 responses.

Currently Lumpkin County pays the following, per application, for the treatment of two fields, the Justice Center and the Library;
Multi-purpose Field: $892.50
Legion Field: $892.50
Justice Center: $322.00
Library: $51.00
The cost per year for the treatment is $12,948.00

TruGreen Pricing would include the following, per application;
Field 1: $117.00
Field 2: $125.00
Field 3: $399.00
Field 5: $212.00
Field 7: $125.00
Field 8: $125.00
Field 9: $125.00
Field 10: $125.00
Multi-Purpose: $424.00
Legion Field: $437.00
Justice Center: $ 170.00
Library: $106.00
The total for year for the treatment would be $14,940.00

The difference between the yearly cost would be an increase of $1,992.00, but adds 8 fields to the treatment program.
(Please note: Lumpkin County has received a grant to install turf on the multi-purpose field. Once that is complete it can be removed from the program. The yearly cost to treat that field would be $2,544.00 The yearly cost of turf care management after the field is removed would be $12,396.00. This would be a $552.00 savings over what the county currently pays for treatment.)

The term of this contract would be for 1 year and would be eligible for 3 annual renewals.

Potential Courses Of Action:

A. Approve the contract with TruGreen for turf care management.
B. Do not approve the contract with TruGreen for turf care management.
C. Approve the contract with TruGreen, but with modifications.
D. Request modifications to the contract with TruGreen and revisit after modifications have been made.
E. Request staff to solicit additional RFP's

Budget Impact:

The increase in cost for the 2023 budget year would be paid from the contingency line item. The increase for the 2024 budget will be included in that year's budget.

Staff Recommendation:

Approve the contract with TruGreen for Turf Care Management

CONTRACT FOR TURF MANAGEMENT SERVICES
PROJECT NUMBER 2023-007

This agreement is made and entered into as of June 20, 2023, between the **Board of Commissioners of Lumpkin County**, hereinafter referred to as "Lumpkin County" or "County", a political subdivision of the State of Georgia, and **TruGreen Limited Partnership**, hereinafter referred to as "Contractor".

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

1. SUMMARY OF WORK

Contractor shall provide turf management services, including all necessary labor, materials and equipment, as follows:

Round 1-(January-February) Liquid Potassium/Phosphorous Fertilizer, Pre-Emergent Weed Control-Princep, Post Emergent Weed Control-TriPower and Revolver.

Round 2- (March-April) Liquid Potassium/Phosphorous Fertilizer, Pre-Emergent Weed Control-Dimension, Post Emergent Weed Control-TriPower and Revolver.

Round 3- (June-July) Granular Nitrogen Fertilizer, Post Emergent Weed Control-Manor, Sedge Hammer.

Round 4- (September-October) Liquid Potassium/Phosphorous Fertilizer, Pre-Emergent Weed Control-Dimension, Post Emergent Weed Control-Manor and Sedge Hammer.

Round 5- (November-December) Liquid Potassium/Phosphorous Fertilizer, Pre-Emergent Weed Control-Dimension, Post Emergent Weed Control-Manor and Sedge Hammer.

Each application shall be provided at each location for the price per application set out below:

Facility Name	Location	Appx. sq. ft Sod	Price Per Application
Field 1	Yahoola Creek Park	31,418	117.00
Field 2	Yahoola Creek Park	31,418	125.00
Field 3	Yahoola Creek Park	105,000	399.00
Field 4	Yahoola Creek Park	10,000	40.00
Field 5	Yahoola Creek Park	60,000	212.00
Field 6	Yahoola Creek Park	20,000	89.00
Field 7	Yahoola Creek Park	22,758	125.00

Field 8	Yahoola Creek Park	22,758	125.00
Field 9	Yahoola Creek Park	22,758	125.00
Field 10	Yahoola Creek Park	22,758	125.00
Multi-Purpose	Yahoola Creek Park	105,000	424.00
Legion Field	Yahoola Creek Park	105,000	437.00
Justice Center	325 Riley Road	42,000	170.00
Library	56 Mechanicsville Rd	7,200	106.00

Contractor hereby agrees that the County may remove a location from the scope of work at any time upon providing written notice to Contractor, without penalty.

Any additional services requested by County will be priced by Contractor upon request, and upon acceptance by County, such additional services may be added to this Contract by the issuance of a purchase order or notice to proceed.

Contractor shall provide an itemized invoice to the County at the completion of each round of application. All invoices shall be paid within 30 days.

2. TIME OF WORK

County facilities are generally open Monday through Friday, 8:00 a.m. until 5:00 p.m. Contractor's work must not interfere with the daily operations at any location. Contractor shall coordinate all work with the County's Special Projects Director, Ashley Peck, at 706-482-2550, or ashley.peck@lumpkincounty.gov.

3. INSURANCE

The Contractor shall, during the continuance of all work under the Contract, provide the following:

a. Statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than $100,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.

b. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than $1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage

Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

c. The Contractor further agrees to protect, defend, indemnify, and hold harmless Lumpkin County, its commissioners, officers, agents, and employees from and against any and all liability incurred r as a result of Contractor's negligent acts, negligent omissions, willful misconduct, or reckless misconduct with regard to the work performed pursuant to the terms of this Contract.

d. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Furthermore, the Contractor shall be responsible for the cost of performing the uncompleted portion of the Contract at the time of termination.

e. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the work. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.

f. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on the job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.

g. The contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.

4. NOTICE TO PROCEED

Contractor shall not commence work until contract has been fully executed and a Notice to Proceed has been issued from Lumpkin County.

5. CANCELLATION/TERMINATION

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within forty-eight (48) hours from such notice, the failure has not been corrected, the injured party may cancel the contract.

The County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County.

This contract shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract.

6. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State of Georgia or any State having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

7. DISPUTE RESOLUTION/GOVERNING LAW

The County and the Contractor agree to resolve any disputes through negotiation or mediation prior to filing any cause of action.

This Contract shall be governed by the laws of the State of Georgia. Each party hereby consents to jurisdiction and venue in Lumpkin County, Georgia. Each party hereby waives any defense they may have as to improper jurisdiction and/or venue in Lumpkin County, Georgia.

8. ASSIGNMENT OF CONTRACTUAL RIGHTS

Contractor may not assign, transfer, convey, or otherwise dispose of its contractual rights hereunder, or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

9. INDEMNITY

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

10. LIABILITY

Contractor shall be responsible for any damage to the County's property caused by Contractor or Contractor's employees or agents.

Contractor shall indemnify and hold harmless Lumpkin County and all of the county's agents and/or employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from performance or nonperformance of Contractor's work under this Contract.

Lumpkin County shall not be liable or responsible for any damage to or loss of equipment, material, supplies or inventory incurred by Contractor or Contractor's agents or suppliers.

11. DRUG FREE WORKPLACE

By execution of this contract, Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug Free Workplace Act," have been complied with in full. Contractor further certifies that:

a. A drug free workplace will be provided for the contractor's employees during performance of the contract; and

b. Each contractor who hires a sub-contractor to work in a drug free work place shall secure from that sub-contractor the following written certification: as part of the subcontracting agreement, the Sub-Contractor certifies to the contractor that a drug free workplace will be provided for the sub-contractor's employees during the performance of this contract pursuant to paragraph (7) of sub-section (b) of Code Section 50-24-3.

c. Contractor further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

12. NOTICES

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

a. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or

b. Three (3) days after depositing in the Unites States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

TruGreen Limited Partnership
Attn: F. Scott Hamby
1790 Kirby Pkwy, Ste 300
Memphis, TN 38138

and to Lumpkin County at the following address:

Lumpkin County Board of Commissioners
Attn: County Manager
99 Courthouse Hill, Ste H
Dahlonega, Georgia 30533

13. DOCUMENTS DEEMED PART OF CONTRACT

The Request for Proposal issued by Lumpkin County on April 26, 2023, and Addendum 1 issued May 3, 2023, shall be deemed part of this contract.

14. CONTRACT TERM

The initial contract term shall be from July 1, 2023 until June 30, 2024, and may be renewed upon mutual agreement of the parties for up to three annual renewals.

County:

Lumpkin County:
By:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Contractor:

TruGreen Limited Partnership
By:

_____
F. Scott Hamby
Title: Business Development Manager

Lumpkin County, Georgia

Special Projects

Date: June 20, 2023

Agenda Item: 2023-052 Roundabouts and Welcome Sign Maintenance and Landscaping Contract *(Special Projects Director Ashley Peck)*

Item Description: Approval of the contract for the maintenance of roundabouts and welcome sign

Facts & Historical Information: As part of the agreement with the DOT for the construction of the roundabouts and the welcome sign at 400, Lumpkin County agreed to maintain the landscaping at each location. The agreement with DOT requires mowing, weed control, trash removal, blowing of clippings, pruning of existing flowers and shrubs, and maintaining mulch. The county currently has a vendor that maintains only the center portion of 2 roundabouts and the welcome sign. This does not include a turf fertilization and weed control program and it does not include maintaining the mulch. Due to a change in the scope of the work needed for the maintenance of the roundabouts and with the addition of another roundabout an RFP was put out in May. The current request for services include adding an additional roundabout and increasing the area of service to include 200 feet of all approaches. It would also include mowing, trash and litter removal, hardline edging, bed line edging, blowing, string trimming, shrub trimming, seasonal rose and tree pruning, bed/crack weed control, fall leaf removal, a fertilization and weed control program, and installation of mulch.

There were 3 responses to the RFP, but only one response included all services requested. That response was from Integrity Turf. The other two only provided a fertilization and weed control program.

Currently the County pays the following for monthly maintenance:
Welcome Sign: $198.00
Roundabout SR 52/Copper Mines: $195.00
Roundabout SR 60/Oak Grove: $195.00
The yearly cost for this service is: $7,056.00

The new monthly cost including the additional roundabout, the increase to the service area, and the additional provided services are as follows.
Welcome Sign: $285.17
Roundabout SR 52/Copper Mines: $627.08
Roundabout SR 60/Oak Grove: $468.91
Roundabout SR 9/SR 52: $372.91
The yearly cost for this service would be: $21,048.84

The term of this contract would be for 1 year and would be eligible for 3 annual renewals.

Potential Courses Of Action: A. Approve the contract with Integrity Turf for maintenance of the Welcome Sign and Roundabouts.

B. Do not approve the contract with Integrity Turf for maintenance of the Welcome Sign and Roundabouts.
C. Approve the contract with Integrity Turf, but request modifications. If the turf fertilization and weed program was removed this would decrease the yearly cost by $3,094.
D. Request modifications and revisit after modifications have been made.
E. Request staff to solicit additional RFP's

Budget Impact:

The increase in cost for the 2023 budget year would be paid from the contingency line item. The increase for the 2024 budget will be included in that year's budget.

Staff Recommendation: Approve the contract with Integrity Turf for the Maintenance of Roundabouts and Welcome Sign

CONTRACT FOR TURF MANAGEMENT SERVICES
FOR WELCOME SIGN AND ROUNDABOUTS
PROJECT NUMBER 2023-008

This agreement is made and entered into as of June 20, 2023, between the **Board of Commissioners of Lumpkin County**, hereinafter referred to as "Lumpkin County" or "County", a political subdivision of the State of Georgia, and **Integrity Turf**, hereinafter referred to as "Contractor".

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

1. SUMMARY OF WORK

Contractor shall provide turf management services, including all necessary labor, materials and equipment, as set forth in Tables 1, 2, 3 and 4 attached hereto and incorporated herein (the 'Work') for the annual amount of $21,049.00.

Contractor shall invoice the County on a monthly basis in the amount of $1,754.08. All invoices shall be paid within 30 days.

Additional services may be requested by the County, such as replacement of damaged or diseased trees or shrubs, and the installation of seasonal flowers, installed with new soil, soil amend, and mini pine nuggets. Any additional services shall be priced upon request.

2. TIME OF WORK

Contractor shall coordinate all work with the County's Special Projects Director, Ashley Peck, at 706-482-2550, or ashley.peck@lumpkincounty.gov.

3. INSURANCE

The Contractor shall, during the continuance of all work under the Contract, provide the following:

a. Statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than $100,000.00 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue or any statute or law in force within the State of Georgia, or which may be herein after enacted.

b. The Contractor agrees to maintain Comprehensive General Liability insurance in an amount of not less than $1,000,000.00 per occurrence to protect the Contractor, its sub-contractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

c. The Contractor further agrees to protect, defend, indemnify, and hold harmless Lumpkin County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Contract.

d. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor. Furthermore, the Contractor shall be responsible for the cost of performing the uncompleted portion of the Contract at the time of termination.

e. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the work. The Contractor shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.

f. Contractual and other liability insurance provided under the contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on the job responsibilities as to the control of persons under its direct employment and of the sub-contractors and any persons employed by the sub-contractors.

g. The contractor and all sub-contractors shall comply with the Occupational Safety and Health Act of 1970 and amendments as it may apply to this contract.

4. NOTICE TO PROCEED

Contractor shall not commence work until contract has been fully executed and a Notice to Proceed has been issued from Lumpkin County.

5. CANCELLATION/TERMINATION

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of the contract for any reason, then the party claiming such failure shall give the other party a written notice of such breach. If, within forty-eight (48) hours from such notice, the failure has not been corrected, the injured party may cancel the contract.

The County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the successful contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County.

This contract shall terminate immediately and absolutely at any such time as there are no appropriated and otherwise unencumbered funds available to satisfy the County's obligations under said contract.

6. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State of Georgia or any State having jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

7. DISPUTE RESOLUTION/GOVERNING LAW

The County and the Contractor agree to resolve any disputes through negotiation or mediation prior to filing any cause of action.

This Contract shall be governed by the laws of the State of Georgia. Each party hereby consents to jurisdiction and venue in Lumpkin County, Georgia. Each party hereby waives any defense they may have as to improper jurisdiction and/or venue in Lumpkin County, Georgia.

8. ASSIGNMENT OF CONTRACTUAL RIGHTS

Contractor may not assign, transfer, convey, or otherwise dispose of its contractual rights hereunder, or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

9. INDEMNITY

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

10. LIABILITY

Contractor shall be responsible for any damage to the County's property caused by Contractor or Contractor's employees or agents.

Contractor shall indemnify and hold harmless Lumpkin County and all of the county's agents and/or employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from performance or nonperformance of Contractor's work under this Contract.

Lumpkin County shall not be liable or responsible for any damage to or loss of equipment, material, supplies or inventory incurred by Contractor or Contractor's agents or suppliers.

11. DRUG FREE WORKPLACE

By execution of this contract, Contractor certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug Free Workplace Act,” have been complied with in full. Contractor further certifies that:

a. A drug free workplace will be provided for the contractor's employees during performance of the contract; and

b. Each contractor who hires a sub-contractor to work in a drug free work place shall secure from that sub-contractor the following written certification: as part of the subcontracting agreement, the Sub-Contractor certifies to the contractor that a drug free workplace will be provided for the sub-contractor's employees during the performance of this contract pursuant to paragraph (7) of sub-section (b) of Code Section 50-24-3.

c. Contractor further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

12. NOTICES

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

a. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or

b. Three (3) days after depositing in the Unites States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

Integrity Turf
Attn: Matthew Brownell
3806 Walnut Grove
Gainesville, GA 30506

and to Lumpkin County at the following address:

Lumpkin County Board of Commissioners
Attn: County Manager
99 Courthouse Hill, Ste H
Dahlonega, Georgia 30533

13. DOCUMENTS DEEMED PART OF CONTRACT

The Request for Proposal issued by Lumpkin County on April 26, 2023, and Addendum 1 issued May 3, 2023, shall be deemed part of this contract.

14. CONTRACT TERM

The initial contract term shall be from July 1, 2023 until June 30, 2024, and may be renewed upon mutual agreement of the parties for up to three annual renewals.

County:

Lumpkin County:
By:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Contractor:

Integrity Turf
By:

_____
Matthew Brownell
Title: Sole Proprietor

The table below details the cost associated with this service proposal

Table 1

The Welcome Sign:

Description: Lawn Maintenance Management Program		
ITEM/TASK	**EST QTY**	**DESCRIPTION**
Watering/Irrigation	4	Winterization, maintenance, repair, and adjustments
Mowing (Bermuda Turf Type)	35	Mowing of the turf at the proper height.
Trash and Litter Removal	50	Trash will be picked up, gathered and removed.
Hardline Edging	16	Grass trimmed/edged off Sidewalks, Curbs, etc. Shrub Bedline, Tree Wells, etc.
Bedline Edging	16	Grass trimmed/edged around shrub bedline, tree wells, etc. blowing curbs, sidewalks, hardscape areas, etc.
Blowing	50	Blowing curbs, sidewalks, hardscape areas free of grass clippings, debris, and leaves.
String Trimming (Weedeating)	35	String trimming grass that mower can't mow.
Shrub Trimming	16	Trimming shrubs to keep aesthetically pleasing and proper growing height. This includes ground covering plants.
Seasonal Rose and Tree Pruning	2	Rejuvenation Pruning, dead heading, winter cutbacks, and tree limb pruning.
Bed/Crack Weed Control	42	Spraying or hand pulling weeds that have emerged in beds or hardscapes.
Fall Leaf Removal	7	Blowing/gathering leaves during fall season.
ANNUAL TOTAL FOR LANDSCAPE SERVICES LISTED ABOVE		$2,345.00
LEVEL BILLING MONTHLY COST		$195.42
ADDITIONAL SERVICES		**PRICE**
Turf Fertilization & Weed Control Program	7	Complete Turf Fertilization and Weed Control Program/ $51 per app	$357.00
Seasonal Color	2	Seasonal flowers installed with new soil, soil amend, and mini pine nuggets	Pending sqft of seasonal color beds/Priced per request
Mulch in Bed Areas	1	Installation of Mulch in Beds (12 sqyds 2-3 inches)	$720.00
ANNUAL TOTAL FOR LANDSCAPE SERVICES PLUS ADDITIONAL SERVICES (excluding seasonal color)		$3422.00
LEVEL BILLING MONTHLY COST FOR LANDSCAPE SERVICES PLUS ADDITIONAL SERVICES (excluding seasonal color)		$285.17

The table below details the cost associated with this service proposal
Table 2

ROUNDABOUT SR52/COPPER MINES:

Description: Lawn Maintenance Management Program		
ITEM/TASK	**EST QTY**	**DESCRIPTION**
Mowing (Bermuda Turf Type)	35	Mowing of the turf at the proper height.
Trash and Litter Removal	50	Trash will be picked up, gathered and removed.
Hardline Edging	16	Grass trimmed/edged off Sidewalks, Curbs, etc. Shrub Bedline, Tree Wells, etc.
Bedline Edging	16	Grass trimmed/edged around shrub bedline, tree wells, etc. blowing curbs, sidewalks, hardscape areas, etc.
Blowing	50	Blowing curbs, sidewalks, hardscape areas free of grass clippings, debris, and leaves.
String Trimming (Weedeating)	35	String trimming grass that mower can't mow.
Shrub Trimming	16	Trimming shrubs to keep aesthetically pleasing and proper growing height. This includes ground covering plants.
Tree Pruning	2	Rejuvenation Pruning, winter cutbacks, and tree limb pruning.
Bed/Crack Weed Control	42	Spraying or hand pulling weeds that have emerged in beds or hardscapes.
Fall Leaf Removal	7	Blowing/gathering leaves during fall season.
ANNUAL TOTAL FOR LANDSCAPE SERVICES LISTED ABOVE		$4,885.00
LEVEL BILLING MONTHLY COST		$407.08
ADDITIONAL SERVICES		**PRICE**
Turf Fertilization & Weed Control Program	7	Complete Turf Fertilization and Weed Control Program/ $180 per app	$1,260.00
Damaged/Diseased Tree or Shrub Replacement	?	Replacement of new Trees or Shrubs will be determined per incident along with pricing.	Pending/Priced per request
Mulch in Bed Areas	1	Installation of Mulch in Beds (23 sqyds 2-3 inches)	$1,380.00
ANNUAL TOTAL FOR LANDSCAPE SERVICES PLUS ADDITIONAL SERVICES (excluding seasonal color)		$7,525.00
LEVEL BILLING MONTHLY COST FOR LANDSCAPE SERVICES PLUS ADDITIONAL SERVICES (excluding seasonal color)		$627.08

The table below details the cost associated with this service proposal
Table 3

ROUNDABOUT SR60/OAKGROVE:

Description: Lawn Maintenance Management Program		
ITEM/TASK	**EST QTY**	**DESCRIPTION**
Mowing (Bermuda Turf Type)	35	Mowing of the turf at the proper height.
Trash and Litter Removal	50	Trash will be picked up, gathered and removed.
Hardline Edging	16	Grass trimmed/edged off Sidewalks, Curbs, etc. Shrub Bedline, Tree Wells, etc.
Bedline Edging	16	Grass trimmed/edged around shrub bedline, tree wells, etc. blowing curbs, sidewalks, hardscape areas, etc.
Blowing	50	Blowing curbs, sidewalks, hardscape areas free of grass clippings, debris, and leaves.
String Trimming (Weedeating)	35	String trimming grass that mower can't mow.
Shrub Trimming	16	Trimming shrubs to keep aesthetically pleasing and proper growing height. This includes ground covering plants.
Tree Pruning	2	Rejuvenation Pruning, winter cutbacks, and tree limb pruning.
Bed/Crack Weed Control	42	Spraying or hand pulling weeds that have emerged in beds or hardscapes.
Fall Leaf Removal	7	Blowing/gathering leaves during fall season.
ANNUAL TOTAL FOR LANDSCAPE SERVICES LISTED ABOVE		$4,580.00
LEVEL BILLING MONTHLY COST		$381.66
ADDITIONAL SERVICES		**PRICE**
Turf Fertilization & Weed Control Program	7	Complete Turf Fertilization and Weed Control Program/ $81 per app	$567.00
Damaged/Diseased Tree or Shrub Replacement	?	Replacement of new Trees or Shrubs will be determined per incident along with pricing.	Pending/Priced per request
Mulch in Bed Areas	1	Installation of Mulch in Beds (8 sqyds 2-3 inches)	$480.00
ANNUAL TOTAL FOR LANDSCAPE SERVICES PLUS ADDITIONAL SERVICES (excluding seasonal color)		$5,627.00
LEVEL BILLING MONTHLY COST FOR LANDSCAPE SERVICES PLUS ADDITIONAL SERVICES (excluding seasonal color)		$468.91

The table below details the cost associated with this service proposal
Table 4

ROUNDABOUT SR9/SR52:

Description: Lawn Maintenance Management Program		
ITEM/TASK	**EST QTY**	**DESCRIPTION**
Mowing (Bermuda Turf Type)	35	Mowing of the turf at the proper height.
Trash and Litter Removal	50	Trash will be picked up, gathered and removed.
Hardline Edging	16	Grass trimmed/edged off Sidewalks, Curbs, etc. Shrub Bedline, Tree Wells, etc.
Bedline Edging	16	Grass trimmed/edged around shrub bedline, tree wells, etc. blowing curbs, sidewalks, hardscape areas, etc.
Blowing	50	Blowing curbs, sidewalks, hardscape areas free of grass clippings, debris, and leaves.
String Trimming (Weedeating)	35	String trimming grass that mower can't mow.
Shrub Trimming	16	Trimming shrubs to keep aesthetically pleasing and proper growing height. This includes ground covering plants.
Tree Pruning	2	Rejuvenation Pruning, winter cutbacks, and tree limb pruning.
Bed/Crack Weed Control	42	Spraying or hand pulling weeds that have emerged in beds or hardscapes.
Fall Leaf Removal	7	Blowing/gathering leaves during fall season.
ANNUAL TOTAL FOR LANDSCAPE SERVICES LISTED ABOVE		$2,515.00
LEVEL BILLING MONTHLY COST		$209.58
ADDITIONAL SERVICES		PRICE
Turf Fertilization & Weed Control Program	7	Complete Turf Fertilization and Weed Control Program/ $130 per app	$910.00
Damaged/Diseased Tree or Shrub Replacement	?	Replacement of new Trees or Shrubs will be determined per incident along with pricing.	Pending/Priced per request
Mulch in Bed Areas	1	Installation of Mulch in Beds (15 sqyds 2-3 inches)	$1,050.00
ANNUAL TOTAL FOR LANDSCAPE SERVICES PLUS ADDITIONAL SERVICES (excluding seasonal color)		$4,475.00
LEVEL BILLING MONTHLY COST FOR LANDSCAPE SERVICES PLUS ADDITIONAL SERVICES (excluding seasonal color)		$372.91

Lumpkin County, Georgia

Special Projects

Date:	June 20, 2023
Agenda Item:	2023-055 GDOC Inmate Work Detail Contract - **Ratify** *(Special Projects Director Ashley Peck)*
Item Description:	Request approval of a contract with GDOC for inmate labor.
Facts & Historical Information:	Lumpkin County has contracted with GDOC – Colwell Detention Center for inmate work crews for over 18 years. By agreeing to pay the salary of the correctional guard, the county is able to obtain up to 10 inmates four days a week, less any federal or state holidays or any days the Governor chooses to close state agencies, to assist with a variety of maintenance, lawn care, and special projects. This contract is a renewal and has not changed from last year. The cost of the contract is $49,318.00 and the term is July 1, 2023 thru June 30, 2024.
Potential Courses Of Action:	A. Approve the renewal of the contract with GDOC for inmate work crews. B. Do not approve the renewal of the contract with GDOC for inmate work crews. C. Approve the renewal, but request modifications to the contract.
Budget Impact:	There is no impact to the budget. The cost of the contract is already included in the budget.
Staff Recommendation:	Approve the contract with GDOC for Inmate Work Detail

WORK DETAIL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
LUMPKIN COUNTY

THIS AGREEMENT is entered into this 1st day of July, 2023, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and Lumpkin County, a department, authority, agency or political subdivision of the State of Georgia ("Governmental Entity").

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Colwell Probation Detention Center (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2023, through 11:59 p.m. on June 30, 2024("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.

2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit "A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.

3. Prohibited Contact and Dealings with Offenders.

   A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.

   B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.

   C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.

   D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any

property under Governmental Entity's control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Offender work details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Department and Governmental Entity agree to comply with applicable laws, rules, regulations and orders of Federal, State and Local governments in the performance of the Work.

5. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) days' written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.

6. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity:	Lumpkin County Attn: Wayne Seabolt, County Manager 99 Courthouse Street Suite D Dahlonega, Ga 30533-0541 wayne.Seabolt@lumpkincounty.gov
If to Department:	Jennifer Ammons General Counsel Georgia Department of Corrections State Office South, Gibson Hall, 3rd Floor P.O. Box 1529 Forsyth, GA 31029
With a copy to:	Colwell Probation Detention Center Attn: Tina Sosebee 189 Beasley Street Blairsville, GA 30512 tina.sosebee@gdc.ga.gov

7. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participates in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.

8. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.

10. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF CORRECTIONS:

By: _____
Jennifer Ammons
General Counsel

Date: _____

GOVERNMENTAL ENTITY:

By: _____

Print Name: _____

Title:_____

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES

Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

A. Delivery of Services: Department agrees to provide Governmental Entity with one (1) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders ("Work Detail") as well as one (1) full-time correctional officer ("Correctional Officer"). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the "Work"). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations. The Department's delivery of services may, at the sole discretion of the Department, be suspended due to the unavailability of offenders, offender or officer illness, or any other cause. In the event the Department suspends the delivery of services, the Governmental Entity will not be charged for the time of suspension.

B. Vehicles, Equipment and Supplies. Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. Governmental Entity agrees that the vehicle(s) supplied shall be caged and equipped for transporting offenders in a secured manner to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission ("FCC") Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512-megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer's use and operation of the vehicle discussed in this paragraph. Governmental Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance

of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

C. Compensation. Governmental Entity agrees to pay Department the sum of Forty-Nine Thousand Three Hundred and Eighteen Dollars ($49,318.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Thirty-Seven Dollars and Ten Cents ($237.10) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.

Lumpkin County, Georgia

E-911

Date:	June 20, 2023
Agenda Item:	2023-056 Text to 911 Contract *(E911 Supervisor Carlton Chester)*
Item Description:	This is an added subscription recently made available through the prepared live (911) vendor we are currently using for our txt to 911 service. This part of the program will allow the center to receive incoming txt over our "911" lines. It will allow us to receive text messages, photos, and video from cell phones over our 911 lines.
Facts & Historical Information:	The BOC voted to approve a 12-month contract with Invictus Inc. aka Prepared Emergency Communications on February 21, 2023. This contract was for a language translation service added to a text to 911 program. The basic program is free, the expense, contract requirement is with the added language translation. This program only allows text in / out over the center's landline 10-digit numbers (a communication error during the initial contract phase) which are non-emergency numbers. "TXT" to a 911 line is an added service and incurs an additional expense. The ability to text an emergency to "911" is the preferred method used by the public, and used by surrounding 911 centers. The original services are the same. Photo and video capabilities with unlimited storage for records management and language translation.
Potential Courses Of Action:	A) Continue to operate as we currently do, with the ability to receive/send text message over the landline only and limit our ability to properly serve the community, via text in / out to "911". B) Purchase the additional service for a 12-month period, that will give us access to its full benefits. This would enable us to respond more efficiently with a better knowledge of the incident, saving time and promoting the best possible outcome. C) Purchase the additional service for a 24-month period, at a higher cost but for a 24-month term. This plan provides the same services as the 12-month plan.
Budget Impact:	Option A: The service cost for this subscription is $9,250. This is a one-year (12) month agreement, total of $9,250.00. This covers the initial set up cost and maintenance fee of $2,100.00 a year, over the 12-month period. Option B: The service cost for this subscription is $5,675.00 a year with a two-year (24) month agreement, total of $11,350.00. This covers the initial set up cost and maintenance fee $2,100.00 each year, over the 24-month period. There are funds available in the centers contract maintenance line item to cover this year's expense, and budgeted for in next years (2024) budget. I believe that the cost for this would be an approved expense under the 911 tax revenue requirements.

Staff Recommendation: I recommend course of action B. That we purchase the additional service with the base program for the 12-month period. If at the end of the one-year agreement, we find this service is not beneficial or a more inclusive option with better rates becomes available, we are not obligated to continue after the first year. Also, as the next generation of 911 is implemented (which moves us from a landline-based system to a GPS system required by Federal Government) this would put us one step closer to that transition. I firmly believe that this will be useful several times a day.

Invictus Apps, Inc. • 10 E 38th St., Floor 9, New York City, NY 10016 • www.preparedapp.com

SALES REPRESENTATIVE (Invictus Use Only): ;	John Edwards
SALES REPRESENTATIVE EMAIL (Invictus Use Only):	john.edwards@prepared911.com
ORDER FORM SENT (Invictus Use Only):	2023-05-23
OFFER EXPIRATION DATE	2023-06-30

Subscription Order for the

Prepared Emergency Communications Service

This is an order for a subscription to the Prepared Emergency Communications Service by the client identified below (the "**Client**") made to Invictus Apps, Inc. ("**Invictus**"), a Delaware corporation having an office at 10 E 38th St., Floor 9, New York City, NY 10016.

Name of Client:	Lumpkin County Board of Commissioners
Client Address:	99 Courthouse Hill, Suite H Dahlonega, Georgia 30533
Client Phone Number:	706-864-3742
Client E-Mail:	alan.ours@lumpkincounty.gov
Client Contact:	Alan Ours

[Continued on Next Page]

The Prepared™ Emergency Communications Service is a proprietary security and communications service of Invictus pursuant to which Invictus provides to Client's emergency response dispatchers and emergency responders the

capability to view image and video communications and transmissions and location information from citizen callers regarding a pending emergency through Invictus' use of the proprietary Invictus technology solution, including proprietary web applications, and other software, graphical user interfaces and other content, threat-management protocols and other workflows and processes.

Type of Subscription:	Prepared Live Enhanced
Effective Date:	Date that Client signs the Subscription Order for the Prepared Live Emergency Communications Service.
Subscription Plan:	Prepared Live Enhanced
Paid Features (If Applicable):	Text-to-911
Maximum Number of Dispatchers	50
Maximum Number of Emergency Responder:	0
Initial Subscription Period:	12 Consecutive Months from the Effective Date, which automatically renews annually.
Launch Date:	The first Business Day following the end of the Implementation Period
Total Subscription Fees for Initial Subscription Period:	$9,250
Total Subscription Fees for Each Renewal Term:	$2,100
Payment Terms:	Payment for Service is due on the start date of each Subscription Period and each Renewal Period and shall be paid in full within 20 days of due date (Net20).

The following terms and conditions are incorporated by reference herein: (1) the Standard Terms and Conditions for the Prepared™ Emergency Communications Service (the "Standard Terms"), attached hereto as Appendix A, which are also set forth at https://www.preparedapp.com/prepared-live-terms-and-conditions, together with all Schedules attached to and/or referenced anywhere below, and (2) any Special Terms if applicable, attached hereto as Appendix B.

This document constitutes the "Order" for purposes of the Standard Terms and any Special Terms. Client wishes to subscribe to and use the Prepared™ Emergency Communications Service as set forth on this Order below and subject to the terms and conditions provided in the Standard Terms. This Order is subject to Invictus' approval.

Capitalized terms used in this Order and not otherwise defined will have the meanings ascribed to them in the Standard Terms or the other Appendices.

This Order, together with the Standard Terms and these other Appendices hereto and the Schedules attached to and/or referenced in any of the foregoing, contain the entire agreement and understanding of the parties with respect to the subject matter hereof (the "Agreement") and shall supersede and merge all prior and contemporaneous communications, agreements, understandings, undertakings and obligations with respect to the subject matter hereof, whether oral or written, unless the parties have entered into a separate definitive written agreement with respect to the subject matter hereof which has been signed by the authorized representative(s) of each party. No modification of the Agreement, including this Order or any Appendix hereto, shall be binding on either Party unless it is in writing and signed by both Parties. No quote, order other than this Order, or similar document shall modify the terms of the Agreement even if accepted by the receiving party. Notwithstanding the foregoing, the Agreement does not supersede any Non-Disclosure Agreement or Confidentiality Agreement, if any, entered into by the parties, which shall continue to be in full force and effect.

By signing and returning this Order, the undersigned Client accepts and agrees to the terms and conditions of this Order and the additional terms and conditions set forth in each of the Appendices to this Order and the Schedules to this Order to the Appendices, if any, each as specified below which shall be incorporated herein by reference:

a. Appendix A – Standard Terms and Conditions for the Prepared™ Emergency Communications Service (see https://www.preparedapp.com/prepared-live-terms-and-conditions).
b. Appendix B – Special Terms

Each of Client and Invictus Apps, Inc., intending to be legally bound, hereby confirms its agreement to the terms and conditions of this Order and the Agreement and have caused this Agreement to be executed by their duly authorized officers as of the Effective Date set forth above.

I, the undersigned, warrant that I am authorized to sign this Order on behalf of Client.

CLIENT: _____

By: _____

Name, Title: _____

Date: _____

INVICTUS APPS, INC.

By: _____

Name, Title: Mike Muskovin Head of Sales

Date: 2023-05-30

Lumpkin County, Georgia

Special Projects

Date:	June 20, 2023
Agenda Item:	2023-057 Georgia Power Contract for Exterior Lighting at New Recreation Center *(Special Projects Director Ashley Peck)*
Item Description:	Approval of Contract with Georgia Power for Exterior Lighting at the New Recreation Center
Facts & Historical Information:	Exterior lighting for the parking area at the New Recreation Center is needed. This facility will at times be operational after dark and the lights are needed for security and safety. Georgia Power is a member of a cooperative agreement and approved by the State of Georgia. Georgia Power's proposal includes the installation and maintenance for the lighting. The proposal is for 13, 280 watt LED fixtures installed on 10, 30' mounting poles. A photometric of the lighting is attached for review. The lights circled in red are the 13 lights that will be installed. The school system used Georgia Power to install the lighting for their parking areas so the use of Georgia Power for the County's lighting will provide consistency for the entire site. The County used Georgia Power for the installation and maintenance of the lighting in Yahoola Creek Park. The cost for installation is $54,600.00. This will be a one time fee. There is also a monthly fee of $676.00.
Potential Courses Of Action:	A. Approve the contract with Georgia Power for the exterior lighting for the New Recreation Center. B. Do not approve the contract with Georgia Power for the exterior lighting for the New Recreation Center. C. Approve the contract with Georgia Power, but request modifications. E. Request staff to find another vendor to install exterior lighting for the New Recreation Center.
Budget Impact:	The one time fee of $54,600.00 will be paid from the overall projects budget. The monthly fee will need to be included in the 2024 budget.
Staff Recommendation:	Approve the contract with Georgia Power for Exterior Lighting at the New Recreation Center

Lighting Services Agreement

Georgia Power

Customer Legal Name Lumpkin County Board of Comm DBA

Service Address 215 Pinetree Way Dahlonega GA 30533 County Lumpkin County

Mailing Address 99 Courthouse Hill Dahlonega GA 30533

Email Tel # 770-491-7550 Alt Tel #

Tax ID# Business Description Aquatic Center

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

Selected Components

Action	Qty	Wattage	Type	Description
INS	13	280	LED	Area

Service Cost ($)	Regulated Cost ($)*	Monthly Cost ($)*
$553.15	$122.85	$676.00

Term (Months)	1

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

Project Notes:

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

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

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment ($)
$54,600.00

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

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

TERMS and CONDITIONS *(Lighting – Governmental Service)*

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

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

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

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

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

6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.

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

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

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

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

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

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

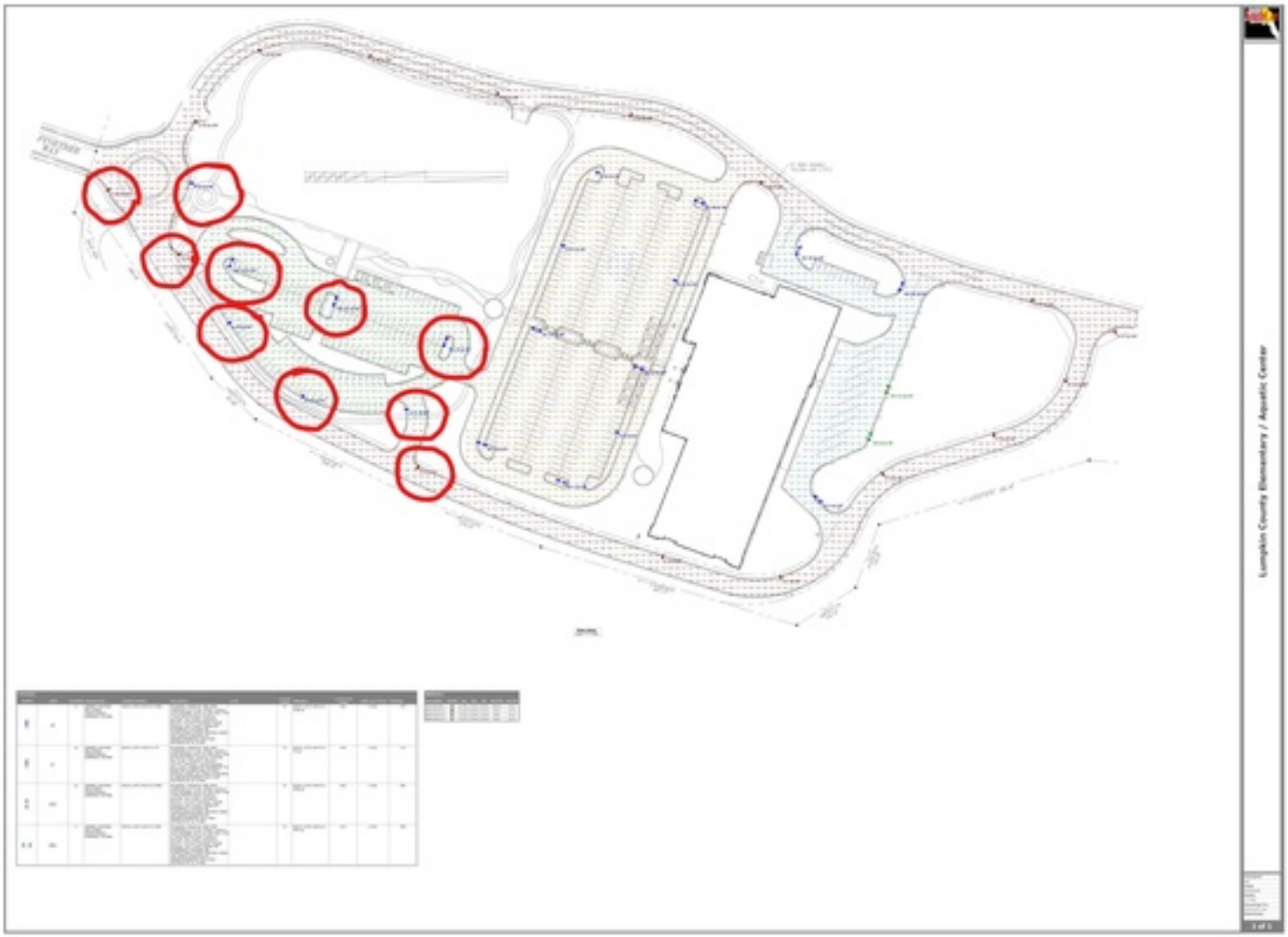
10. **Disclaimer; Damages. GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics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

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

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

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

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


Lumpkin County Elementary / Aquatic Center

2294 Skelton Rd
Gainesville, GA 30504

May 5, 2023

Lumpkin County BOC
Aquatic Center
100 Pinetree Way
Dahlonega, GA 30533

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

Georgia Power Company proposes the following:

- Install (13) 280-watt LED Area Fixtures
- Install (10) 30’ mounting height aluminum poles
- Install approximately (2,000’) of trenched in underground conductor
- All lights will be controlled by a dusk to dawn photocell.

The new monthly fee for this lighting system will be **$676.00 and a one-time installation fee of $54,600.00.**

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

Please inform me of your decision and I will prepare the appropriate paperwork. This proposal is valid for (60) days from the above date. Thank you for the opportunity to serve your lighting needs.

Sincerely,

Ben Jones
404-764-9823 (cell)

Lumpkin County, Georgia

Finance

Date:	June 20, 2023
Agenda Item:	2023-058 Board of Regents/UGA & Lumpkin County MOU - Extension Service Office *(Finance Director Abby Branan)*
Item Description:	Consideration of the 2023-2024 Financial Agreement
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 and 2022. The 2023-2024 Financial Agreement remains at the 2022-2023 level of $52,712.
Potential Courses Of Action:	A. Approve the MOU as presented. B. Approve the MOU with any recommendations from the BOC. C. Do not approve the MOU.
Budget Impact:	There is no increase to the financial agreement.
Staff Recommendation:	Staff's recommendation is COA A.

Lumpkin County Board of Commissioners
July 1, 2023 to June 30, 2024

To: Denise Everson, District Director

From: Lumpkin County Board of Commissioners

Renewal of Lumpkin County BOC Contract

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, 2023 to June 30, 2024. 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, 2024.

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. This contract 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

Lumpkin County, Georgia

Finance

Date:	June 20, 2023
Agenda Item:	2023-059 Enotah Public Defender Indigent Defense Contract - City *(Finance Director Abby Branan)*
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.
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.

GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this_____ day of _____, 2023, 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, 2023.

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

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

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, 2023 and ending June 30, 2024.

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,

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

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.

(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

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

Lumpkin County, Georgia

Finance

Date: June 20, 2023

Agenda Item: 2023-060 Enotah Public Defender Indigent Defense Contract - Four Counties *(Finance Director Abby Branan)*

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 Tuesday, May 16 in White County. The FY24 detailed budget proposal from Penny Hunter, Chief Public Defender, is attached. Ms. Hunter was present and requested an overall budget increase of $18,214. In FY23, the Public Defender budget used $19,343 in rollover funds as well as $14,442 from the Public Defender's Fund Balance to balance the FY23 budget.

Georgia Public Defender Council refunded $82,163 to the four counties in December 2022, which was from vacancies. Fund Balance at 12/31/22 was $142,398. The four counties recommended using $42,892 from Fund Balance. There will be a $9,107 increase in the counties' contributions, which will be distributed on a pro rata basis.

The increase to Lumpkin County's contribution will be $2,798. The increase to Lumpkin County's administration fee is $867, resulting in a net increase of $1,931.

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. Make changes to the proposed budget and approve the contract.

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.

Budget Impact: Lumpkin County's increase ($966) for the first six months is not funded in the FY23 budget. The increase for the second six months ($966) is included in the proposed FY24 budget. The increase for FY23 can be paid from contingency or fund balance.

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

GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this_____ day of_____, 2023, 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, 2023.

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.

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, 2023 and ending June 30, 2024.

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

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

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).

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.

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.

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

Enotah Judicial Circuit

ATTACHMENT A – Personnel Expenditures

Lumpkin County

July 1, 2023 – June 30, 2024

The County agrees to pay the Public Defender Office **$454,037** in 12 monthly installments of **$37,836.42**. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2023. 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.

Lumpkin County, Georgia

Finance

Date: June 20, 2023

Agenda Item: 2023-061 Lumpkin County Board of Health MOU *(Finance Director Abby Branan)*

Item Description: Consideration of the Lumpkin County Board of Health MOU to provide services to the Lumpkin County Sheriff's Office and Lumpkin County's Human Resources Department.

Facts & Historical Information:

Historically, the Sheriff's Office and Human Resources Department have utilized the services of the Lumpkin County Board of Health under a verbal agreement. The Board of Health has requested the execution of an MOU, which outlines the following:

- The Board of Health will be available at the days and times indicated in the MOU.
- The Board of Health will obtain a completed authorization form from the County employee.
- The Board of Health will provide the services based upon the current fee schedule.
- LCBOC will provide a completed authorization form.
- LCBOC will remit payment for services within 30 days of the receipt of invoice.

Potential Courses Of Action:

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

Budget Impact: Fees for these services are included in the operating budget.

Staff Recommendation: Staff recommends Course of Action A.

District 2 Public Health

Zachary Taylor, M.D., M.S., Health Director
1280 Athens St. ● Gainesville, GA 30507
● www.phdistrict2.org ●

Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, **Lumpkin**, Rabun, Stephens, Towns, Union and White Counties

MEMORANDUM OF AGREEMENT
BETWEEN
LUMPKIN COUNTY BOARD OF HEALTH
AND
Lumpkin County Board of Commissioners

Whereas, Lumpkin County Board of Commissioners has a need to obtain services routinely provided by the health department to its associates.

Whereas, Lumpkin County Board of Health (CBOH) has the staff and facilities available to provide the necessary service as requested by Lumpkin County Board of Commissioners. **This agreement will be for the period of July 1, 2023, to June 30, 2024.**

CBOH agrees to:

1. See associate for vaccinations without an appointment during the following days and hours, except on state holidays and inclement weather. *Rabies vaccine must be by appointment only*.
   Monday, Wednesday, Thursday 8AM – 4PM
   Tuesday 8AM – 6PM
   Friday 8AM – 11AM

2. Obtain a completed authorization form from the associate (Attachment A).
3. Provide services based on current CBOH fee schedule.

Lumpkin County Board of Commissioners or Authorizing Department agrees to:

1. Provide a completed authorization form to associate to provide to CBOH (Attachment A).
2. Remit payment for rendered service within thirty (30) days of receipt of invoice to the below address.

Lumpkin County Board of Commissioners Attention: Finance Department

99 Courthouse Hill, Suite D

Dahlonega, GA 30533

Both parties agree to:

1. Adhere to the standards of confidentiality set forth in "Public Health Policy" and "HIPPA Rules and Regulations".
2. Inform the other party of any changes in requirements or pricing as soon as possible.
3. Either party, within sixty (60) days written notice, may cancel this agreement.

Signed by:

_____
Print Name and Title

_____ _____
Dr. Zachary Taylor, MD, MS Authorized Signature

District 2 Public Health
Zachary Taylor, M.D., M.S., Health Director
1280 Athens St. ● Gainesville, GA 30507
● www.phdistrict2.org ●

Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, **Lumpkin**, Rabun, Stephens, Towns, Union and White Counties

Attachment A

AUTHORIZATION TO RECEIVE SERVICES AT LUMPKIN COUNTY HEALTH DEPARTMENT

NAME OF COMPANY: Lumpkin County Board of Commissioners~**HR Dept.**

EMPLOYEE NAME: _____

DATE: _____

GUARANTOR AUTHORIZED SIGNATURE: _____

AUTHORIZED SERVICES TO BE BILLED TO GUARANTOR: ***circle the service below***

Hepatitis B vaccine PPD Skin Test

BILLING ADDRESS: 99 Courthouse Hill, Suite D, Dahlonega, GA 30533

Company/Guarantor #: **1251**
(Assigned by Health Dept.)

VHN #: _____
(Assigned by Health Dept.)

Employee Information

- You must bring a new, signed & dated authorization form to each visit. Date should be within 30 days of your visit.
- Bring your Driver License or Picture ID to your first visit.
- Contact our office at **706-867-2727** for weekly walk-in times or you may schedule an appointment, if preferred.

District 2 Public Health
Zachary Taylor, M.D., M.S., Health Director
1280 Athens St. ● Gainesville, GA 30507
● www.phdistrict2.org ●

Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, **Lumpkin**, Rabun, Stephens, Towns, Union and White Counties

Attachment A

AUTHORIZATION TO RECEIVE SERVICES AT LUMPKIN COUNTY HEALTH DEPARTMENT

NAME OF COMPANY: Lumpkin County Board of Commissioners~**Sheriff's Office**

EMPLOYEE NAME: _____

DATE: _____

GUARANTOR AUTHORIZED SIGNATURE: _____

AUTHORIZED SERVICES TO BE BILLED TO GUARANTOR: ***circle the service below***

Hepatitis B vaccine Hepatitis B titer (blood draw)

BILLING ADDRESS: 99 Courthouse Hill, Suite D, Dahlonega, GA 30533

Company/Guarantor #: **1252**
(Assigned by Health Dept.)

VHN #: _____
(Assigned by Health Dept.)

Employee Information

- You must bring a new, signed & dated authorization form to each visit. Date should be within 30 days of your visit.
- Bring your Driver License or Picture ID to your first visit.
- Contact our office at **706-867-2727** for weekly walk-in times or you may schedule an appointment, if preferred.

Lumpkin County Health Department

Zachary Taylor, M.D., M.S., District Health Director
60 Mechanicsville Road • Dahlonega, Georgia 30533
PH: 706-867-2727 • FAX: 706-867-2739 • www.phdistrict2.org

Banks, Dawson, Forsyth, Franklin, Habersham, Hall, Hart, **Lumpkin**, Rabun, Stephens, Towns, Union and White Counties

Price Sheet for Contract Agreements
Effective: 7/1/2023 thru 6/30/2024

Vaccines

Description	Price
TD- Tetanus, Diptheria	$83.00
TDaP- Tetanus, Diptheria, Pertussis	$92.00
HAV- Hepatitis A (2 dose series)	$117.00 (per dose)
HBV- Hepatitis B (3 dose series)	$96.00 (per dose)
HAB- Hepatitis A & B combo (3 dose series)	$154.00 (per dose)
HLB- Heplisav, Hepatitis B (2 dose series)	$146.00 (per dose)
FLU (6 months – 64 years)- Yearly Influenza vaccine	$30.00
FLU (50 years and older)- Yearly High Dose Influenza vaccine	$66.00
RAB- Rabies preventative vaccine (3 dose series)	$369.00 (per dose) **frequent pricing changes

Lab/Blood Draw- $25.00 draw fee will be waived

Description	Price
Hepatitis B Titer- testing for vaccine immunity	$27.00
Quantiferon Gold TB- testing for exposure to Tuberculosis (TB)	$50.00

Miscellaneous

Description	Price
PPD skin test- testing for exposure to TB	$20.00
Pregnancy test- office visit waived	$8.00

Lumpkin County, Georgia

Finance

Date:	June 20, 2023
Agenda Item:	2023-062 SRTA Toll Exemption MOU For Emergency Services (for Law Enforcement) *(Finance Director Abby Branan)*
Item Description:	Consideration of the SRTA Toll Exemption for Emergency Services (for Law Enforcement)
Facts & Historical Information:	The State Road and Tollway Authority has requested a new Memorandum of Understanding (MOU) in accordance with their policies and procedures. This MOU covers the assignment and use of the toll system through Peach Passes. The Lumpkin County Sheriff's Department maintains their request to use the Peach Passes when transporting inmates to other facilities that require them to pass through areas with a Peach Pass/Express Lane. The use of these passes is free to qualifying government entities and Lumpkin County has been approved for the use of the Peach Passes with no charge. The use of these passes will allow for expedient transportation of inmates to their assigned location which will reduce the amount of time an employee is performing this task.
Potential Courses Of Action:	A. Approve the MOU B. Do not approve the MOU
Budget Impact:	There are no fees associated with the use of the Peach Pass system.
Staff Recommendation:	Course of Action A to approve the MOU.

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

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

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), effective as of June 20 , 2023 ("Effective Date"), is made by and between the State Road and Tollway Authority, a body corporate and politic and instrumentality of the State of Georgia, whose address is 245 Peachtree Center Avenue, Suite 2200, Atlanta, GA 30303 ("SRTA") and Lumpkin County Board of Commissioners (the "County") and Lumpkin County Sheriff's Office, a law enforcement agency (the "Agency"). SRTA, the County and the Agency may be referred to individually as "Party" or collectively as "Parties."

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

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

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

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

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

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

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

I. Emergency Non-Revenue Account.

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

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

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

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

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

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

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

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

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

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

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

II. Maintenance of the Information on the Account. Before a vehicle associated with the County's Account uses any Toll Facility, the County must notify SRTA within thirty (30) days of any changes to the information previously provided for vehicles associated with this Account, including vehicular

information changes (make/model, license plate information). Failure to update this information may result in a Toll Violation.

III. Term/Termination. The initial term of this MOU shall be from the Effective Date until June 30, 2024 ("Initial Term"). This MOU shall automatically renew upon SRTA's receipt of the Certification for the previous term and Agency's compliance with the terms of this MOU (each such renewal period may be referred to as "Renewal Term"). The County may cancel this MOU at any time upon thirty (30) days written notice. SRTA may cancel this MOU, upon thirty (30) days written notice, if Agency fails to comply with the terms and conditions of this MOU. SRTA may terminate this Agreement, in whole or in part, immediately, without prior notice, if SRTA deems that such termination is necessary to prevent or protect against fraud or otherwise protect SRTA's personnel, facilities or services, or County or Agency fails or refuses to comply with the written policies or reasonable directive of SRTA or breaches any material provisions of this MOU.

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

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

VI. Notices/Communication

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

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

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

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

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

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

VIII. Miscellaneous.

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

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

State Road and Tollway Authority

_____
Christopher Tomlinson
Executive Director

County: Lumpkin County Board of Commissioners

_____
Name: Chris Dockery
Title: Chairman

Agency: Lumpkin County Sheriff's Office

_____
Sheriff Stacy Jarrard

EXHIBIT A
PEACH PASS APPLICATION FOR THE ACCOUNT

Emergency Non-Revenue

APPLICATION FOR PEACH PASS

State Road and Tollway Authority

State of Georgia

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

Fax: 404-893-6160

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

DATE: _____

AGENCY NAME: _____

ADDRESS: _____

_____

COUNTY: _____

COUNTY TAX ID#: _____

EMAIL: _____

PHONE: _____

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

Vehicle Information should be submitted on the spread sheet provided.

Signature: _____ Date: _____/_____/_____

(OFFICE USE ONLY: Number of Cards Issued _____

Account Number Assigned _____ Clerk ID _____ Date: _____

(Revised 04/2018)

EXHIBIT A CONTINUED
PEACH PASS APPLICATION FOR THE ACCOUNT: VEHICLE INFORMATION

PEACH PASS TRANSPONDER REQUEST VEHICLE INFORMATION						
Row #	**License Plate Number**	**Year**	**Make**	**Model**	**Color**	**Vehicle Class (ie # of Axles)**
Example	*GA ABC1234*	*2001*	*Ford*	*Focus*	*Silver*	*2*
1	ADD: GA GV0052F	2017	Ford	Explorer	Grey	2
2	ADD: GA GV1331Q	2013	Chevrolet	Tahoe	White	2
3	ADD: GA GV9243M	2014	Dodge	Charger	Black	2
4						
5						
6						
7						
8						
9						
10						
11						
12						
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EXHIBIT B
ACCOUNT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C
ANNUAL CERTIFICATION

The Undersigned, being the_____ of the_____, hereby make this
(AGENCY HEAD TITLE) (AGENCY NAME)
certification pursuant to the Memorandum of Understanding between the Agency and SRTA, dated_____("MOU"). Any capitalized terms not specifically defined in this Certification will have the same meanings assigned in the MOU to that term. The Undersigned hereby certifies under oath the following:

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of_____,_____.

Agency Name : _____

By: _____
Name: _____
Title: _____

Witness:

By: _____
Name: _____
Title: _____

Attachment 1
Certification Vehicle Information

Row #	License Plate Number	Year	Make	Model	Color	Peach Pass ID #
Example	*GA ABC1234*	*2001*	*Ford*	*Focus*	*Silver*	*00012345*
1	GA GV8762Q	2022	Ford	Explorer	White	02302957
2	GA GV0085F	2017	Ford	Explorer	Titanium	1490595
3						
4						
5						
6						
7						
8						
9						
10						

Lumpkin County, Georgia

Emergency Services

Date:	June 20, 2023
Agenda Item:	2023-063 Medical Director - EMS - Jack Freeman *(EMA Director David Wimpy)*
Item Description:	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:	A. 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. B. 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 $7,700.00, which is an increase of $4,200.00 over the last years contract. Which in turn, is due to the increase of Dr. Freeman's malpractice insurance. This increase was not known until Thursday afternoon, so the difference was not included in the 2023 budget or at the first work secession. This will have a budget impact for LCES.
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.

LUMPKIN COUNTY EMS
MEDICAL DIRECTOR AGREEMENT

This agreement is made effective as of July 1, 2023, 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 Seven Thousand and seven Hundred Dollars ($7,700.00) each year payable within 30 days of the binding date of this agreement.

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.

TERM OF CONTRACT

This contract shall commence on July 1, 2023 and shall end on June 30, 2024. 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 _____, 2023.

COUNTY:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Clerk, Lumpkin County

DIRECTOR:

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

Lumpkin County, Georgia

Human Resources

Date: June 20, 2023

Agenda Item: 2023-064 ACCG-IRMA Property & Liability Insurance Renewal *(Community & Employee Services Director Alicia Davis)*

Item Description: (Updated 6.5.23) Request to renew ACCG General Liability, Law Enforcement Liability, Public Officials Liability, Automobile Liability, Automobile Physical Damage, Property, Equipment Breakdown, & Crime insurance.

Facts & Historical Information:

The county purchases annual property and liability insurance from ACCG with the plan renewing each year in July. This year's renewal cost is $466,931. As forewarned by ACCG, this is a 32% increase and includes, due to less investment income and more claims, a temporary dividend suspension for the 2023-2024 plan year, which is part of the 32% increase.

This has been a particularly hard year for insurances across the country, ACCG included. Claims continue to increase because there is an upward trend in liability and property claims, both in number of claims and the dollar amount. Unfortunately, Georgia claims are particularly impacted since the state now holds first place for nuclear verdicts. Also impacting insurance costs are economic and social inflation, increased liability reinsurance costs, and a decrease in investment income which impacts underwriting. However, even with the expected cost increase, insuring through ACCG has specific benefits that would not be available through private insurers:

- ACCG is a non-profit, member-owned program.
- There are no commissions or taxes paid.
- The program can provide higher liability limits.
- The program offers broader coverage.
- This program has dedicated experts in local government loss control and claims services.
- The program completes regular (usually every five years) property appraisals.

ACCG requests the BOC approve, sign, and return the Renewal Contribution Worksheet before the July 1 renewal date.

Potential Courses Of Action:

A. Approve the renewal as is.

B. Approve the renewal, but raise deductibles.
- Moving to a $15,000 per occurrence deductible (currently $2,500) would save $18,801.

- Moving to a $15,000 per occurrence deductible (currently $2,500) and increasing the Law Enforcement Liability/Public Officials Liability (including employment practices) to $25,000 per deductible (currently $5,000) would save $26,876.
- Moving to a $25,000 deductible per occurrence for both regular claims and for LEL/POL would save $45,201.

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, this option will allow the county to continue with a product we know and a provider who understands the needs of county governments.
- Option B increases deductibles per claim, which may result in a small amount of premium savings, but will also require higher initial investments by the county each time there is a claim. Since the county typically has over 15 claims per year, any savings recognized up front would be more than negated by deductible costs throughout the year.
- 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. It should be noted that ACCG has been contacted for coverage by some counties who were using a private insurer but are not being offered renewals. This could indicate that finding a reliable, long-term private plan may be challenging.

Budget Impact:

Budget Impact:

The expected cost is included each year's budget; however, ACCG's plan/premium year runs from July 1 through June 30. This means the annual premium is split between the county's 2023 and 2024 budget years. A $27,462 unbudgeted expense will impact this year's budget. The 2024 portion of the premium increase will be included in the 2024 budget.

Staff Recommendation: Course of Action A.

Sign and return this page to accginsurance@accg.org by 7/1/2023

ACCG–IRMA

Renewal Contribution Worksheet

7/1/2023 to 7/1/2024

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:	**$489,161**
Less Safety Credit:	**($22,230)**
Net Contribution Due:	**$466,931**

*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	$31,401
Increase Limits to $4,000,000	$36,440
Increase Limits to $5,000,000	$40,611

Automobile Liability is subject to limits of $500,000 bodily injury per person / $700,000 bodily injury per accident / $50,000 property damage as stated under O.C.G.A. § 36-92-2 and provided by Sovereign Immunity Protection Endorsement attached to the ACCG-IRMA Coverage Agreement.

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, 2023

Sign and return this page to accginsurance@accg.org by 7/1/2023

EXPOSURES AND VALUES NOTICE

It is important to maintain an accurate Statement of Values on your entity's property to secure sufficient coverage in the event of a claim. As a value-added service, ACCG-IRMA helps the members by paying a professional property appraisal firm to conduct appraisals on covered properties over $100,000 once every five years at no additional charge. This also helps the members and ACCG-IRMA obtain better reinsurance costs and coverages. It is the member's ultimate responsibility to review the appraisal report and subsequent property schedules at renewal and advise ACCG staff of any concerns with the data or values. Members should also update the property schedule when additions, changes, or deletions need to be made. Not doing so could impact the amount of coverage provided. Vehicles, equipment, and unmanned aircraft schedules also must be updated regularly online for accuracy to ensure proper coverage. All coverage schedule additions, changes, or deletions should be made online through your Origami Risk Member Dashboard here:
https://live.origamirisk.com/Origami/Account/Login?account=ACCG

New for 2023: Please sign and return the last page of the Property Schedule included with the proposal email.

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 7/1/2023

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
_____	_____	_____

June 1, 2023

Lumpkin County, Georgia

Planning

Date:	June 20, 2023
Agenda Item:	2023-066 Agreement between Charles Abbott Associates, Inc. & Lumpkin County (*Community & Economic Development Director, Rebecca Mincey*)
Item Description:	Charles Abbott Associates is the Planning Departments consultant for Commercial & Industrial Building Inspection and Plan Review Services. The Planning Department has been using these services since June 2022. The agreement for consideration will formalize the scope of services, compensation, terms, and other contractual items between Lumpkin County & Charles Abbott Associates.
Facts & Historical Information:	
Potential Courses Of Action:	a. Approve the contract as presented b. Approve the contract with suggested revisions c. Do not approve the contract d. Provide staff another course of action
Budget Impact:	There is no additional budget impact. The FY2023 budget has $80,000 budgeted within Professional Services expenses, approximately 40% of the anticipated revenue within Construction Permits. The County will compensate Consultant at 90% of all building permit fees collected for each assigned project. For those projects wherein no fees are collected or applicable, Consultant will charge a fee of $300 per inspection.
Staff Recommendation:	Approve the agreement as presented.

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between LUMPKIN COUNTY hereinafter referred to as "County", with principal offices at 99 Courthouse Hill, Suite H Dahlonega, GA 30533, and CHARLES ABBOTT ASSOCIATES, INC., hereinafter referred to as "Consultant", with corporate offices located at 27201 Puerta Real, Suite 200, Mission Viejo, CA 92691 and local offices located at 100 Hartsfield Centre Parkway, Suite 500, Atlanta, GA.

WHEREAS, The County proposes to utilize the services of Consultant for Commercial & Industrial Building Inspection and Plan Review Services.

WHEREAS, the Consultant has represented to the County that the Consultant has the requisite qualifications and experience, and has the requisite facilities to properly perform the proposed services in a thorough, competent, professional, and workmanlike manner.

Now, therefore, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto agree as follows:

SCOPE OF SERVICES

A. Consultant will perform Commercial & Industrial Building Inspection and Plan Review Services.

B. Consultant will perform services based on directives issued by the County. Consultant will not undertake any work, which will result in costs, expenses, or fees without written permission from the County. Consultant will not further subcontract or assign said work to any other individual or company without consent of the County.

C. The County may require Consultant to provide additional services beyond the items described above. For such services, the rates and quantities will be negotiated between the County and Consultant. If approved by the County, a written work order will be provided.

COMPENSATION

A. The County will compensate Consultant at 90% of all building permit fees collected for each assigned project.

B. For those projects wherein no fees are collected or applicable, Consultant will charge a fee of $300 per inspection.

C. Consultant will provide monthly invoices, which will itemize all work performed and related charges for that work. The County will pay each such invoice within 30 days of receipt of each invoice. Consultant will provide an unconditional release for any and all amounts due upon receiving payment from the County. The County will contact Consultant not later than 5 days of receipt of any invoice which is in dispute.

TERM

A. This Agreement will take effect immediately upon signing by both parties and will remain in effect until December 31, 2023.

B. Thereafter, the Agreement will renew annually until terminated by either party.

C. This Agreement may be terminated by the County without cause by giving 30 days' written notice to the Consultant. If this Agreement is terminated by the County, Consultant will be compensated for such services up to the point of termination based on the work completed to such date. Consultant may terminate this agreement by providing the County with written notice, at least 60 days in advance of such termination. If this Agreement is terminated by the Consultant, the Consultant will be compensated for services up to the point of termination, based on the work completed to such date.

D. Consultant will perform the services under this Agreement in a skillful and competent manner and according to the standards observed by a competent practitioner of the work in which Consultant is engaged. Services provided pursuant to this Agreement will be provided in a substantial, first class, and workmanlike manner to conform to the standards of quality normally provided in the field.

INSURANCE

A. Consultant will neither work under this Agreement until it has obtained all insurance required hereunder from a company or companies rated A or better, nor will Consultant allow any additional Sub-Consultant to commence work for any part of this agreement until all insurance required of this Agreement (as outlined below) has been obtained.

B. Throughout the term of this Agreement, at Consultant's sole cost and expense, Consultant will keep, or cause to be kept, in full force and effect, for the mutual benefit of the County and Consultant the following insurance policies:

- General Liability Insurance – Providing protection of $1,000,000 per occurrence / $2,000,000 annual aggregate against claims and liabilities for personal injury, death, or property damage arising from Consultant's activities.
- Professional Liability Insurance – Providing protection for at least $2,000,000 per occurrence/annual aggregate against claims and liabilities of the Consultant.
- Automobile Liability Insurance – Providing protection for at least $1,000,000 combined single limit.
- Worker's Compensation Insurance – In accordance with the provisions of the laws of the State of Georgia.

All insurance required by this Agreement will be carried only with responsible insurance companies licensed to do business in the State of Georgia. General and Auto Liability policies will name the County, its officers, agents and employees as additional insured.

INDEMNIFICATION

The Consultant shall defend, indemnify and hold harmless the County, its officers, directors, employees, and agents from and against all Claims, to the extent arising out of Consultant's

gross negligence or willful misconduct in the performance of its obligations under this Agreement.

NONDISCRIMINATION BY CONSULTANT

Consultant represents and agrees that Consultant does not and will not discriminate against any sub-consultant, employee, or applicant for employment because of race, religion, color, gender, handicap, or national origin. Such nondiscrimination will include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

OWNERSHIP OF DOCUMENTS

Consultant agrees that all original documents, plans, reports, and other materials developed during the course of providing the services specified in the Agreement will be the property of the County and will be provided by the Consultant to the County upon their completion.

CONSULTANT'S RECORDS

Consultant will keep records and invoices in connection with its work to be performed under this Agreement. Consultant will maintain complete and accurate records with respect to the costs incurred under this Agreement. All such records will be clearly identifiable. Consultant will allow a representative of the County during normal business hours to examine, audit, and make transcripts or copies of such records. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of five years from the date of final payment under this Agreement.

ENTIRE AGREEMENT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto, and contains all of the covenants and agreements between the parties with respect to rendering of services described herein. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to such services by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding such services not contained in this Agreement will be valid or binding. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

GOVERNING LAW AND VENUE

A. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

B. Lumpkin County will be the venue for any legal proceedings, including mediation, arbitration, or court actions that are initiated regarding this Agreement.

BREACH OF AGREEMENT

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it will have ten days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the County will have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity, or under this Agreement. The failure of the County to object to any default in the performance of the terms and conditions of this Agreement will not constitute a waiver of either that term or condition or any other term or condition of this Agreement.

ATTORNEY'S FEES

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

NON-SOLICITATION

During and for a period of six (6) months following termination of this Agreement, neither party shall directly or indirectly solicit for hire or engage any personnel (whether as employee, consultant or in any other capacity) of CAA with responsibilities related to this Agreement without CAA's prior written consent.

SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Lumpkin County 99 Courthouse Hill, Suite H Dahlonega, GA 30533	Charles Abbott Associates, Inc. 27201 Puerta Real, Suite 200 Mission Viejo, CA 92691
_____ Print Name	Rusty R. Reed Print Name
_____ Signature	_____ Signature
_____ Title	CEO/President Title

Lumpkin County, Georgia

Special Projects

Date:	June 20, 2023
Agenda Item:	2023-067 Contract with Atlanta Gas Light for Installation of Gas Line for the New Recreation Center ***Ratify*** *(Special Projects Director Ashley Peck)*
Item Description:	Approval of the contract with Atlanta Gas Light for the installation of gas line to the New Recreation Center
Facts & Historical Information:	As part of the construction for the New Recreation Center gas lines need to be run for space and water heating within the facility. This is a contract with Atlanta Gas Light to install that line. Atlanta Gas Light currently owns the gas line running down Pinetree Way. That line ends before it reaches the New Recreation Center so this contract will allow Atlanta Gas Light to install the meter and extend the line to the Recreation Center. Atlanta Gas Light will maintain the line after installation. A diagram of where the line will be run is attached to the contract. The cost is $19,824.41 and is a one time fee.
Potential Courses Of Action:	A. Approve the contract with Atlanta Gas Light for installing the gas line to the New Recreation Center B. Do not approve the contract with Atlanta Gas Light for installing the gas line to the New Recreation Center C. Approve the contract with Atlanta Gas Light, but request modifications
Budget Impact:	The funds will be paid from the projects budget.
Staff Recommendation:	Approve the contract with Atlanta Gas Light for installation of the gas line for the New Recreation Center

Southern Company Gas

NON-RESIDENTIAL GAS EXTENSION CONTRACT

#816.01

811 no. **(BCA NO)** 303443

STATE OF GEORGIA
COUNTY OF LUMPKIN
DATE May 9, 2023

AFE NO.
APPLICANT LUMPKIN COUNTY BOARD OF COMMISSIONERS
LOCATION 200 Pinetree WAY Dahlonega, GA 30533
MAILING ADDRESS 99 COURTHOUSE HL Dahlonega, GA 30533

THIS AGREEMENT, entered into by and between Atlanta Gas Light Company, hereinafter called Company, and LUMPKIN COUNTY BOARD OF COMMISSIONERS 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. 200 Pinetree WAY 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 2 #; 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 appurtenances installed under this Agreement shall be and remain in the Company, and the Company shall have the right, without the consent of, or any refund to, the Customer, (a) to extend the gas main or connect additional gas mains connections attached to such main or extended or connected gas mains.

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

(10)Applicant acknowledges that in executing this Agreement they have not relied upon any representation by the Company relating to the estimated completion date of the gas extension covered by this Agreement

	Schedule A	
A	**Estimated Cost To Serve**	$40,856.22
B	**Estimated Annual Revenue**	$1,974.55
C	**Contribution Required by Applicant**	$17,164.73
D	**Total Required by Applicant**	$19,824.41
E	**Contribution Amount Eligible For Refund**	$17,164.73
F	**Customer Gas Equipment**	

UseCode	Gas Equipment	CubicFeet/Hr
1	WATER HEATING	199
1	SPACE HEATING	1650

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

BY LUMPKIN COUNTY BOARD OF COMMISSIONERS

PRINT NAME Chris Dockery

APPLICANT Chris Dockery

WITNESS Melissa Witcher

DATE 05/31/2023 TITLE Chairman

ATLANTA GAS LIGHT COMPANY

BY _____

TITLE _____ DATE _____

WITNESS _____ MARKETER _____

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 areas of 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 Company has the legal right to occupy and, at the Company's election, on public lands and private property across which rights-of-way satisfactory to 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 Applicant. 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 well as Metering Equipment and Regulating Equipment to each Applicant's Billing Unit at no cost to the Applicant. These 125 feet of Main and/or 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 Company without contribution or payment by the Applicant shall not exceed the Estimated Annual Revenues from the extension divided by the 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 the Commission in the Company's last rate proceeding adjusted for taxes and depreciation required to recover the Company's investment over 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 customer 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 the 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 shortest practical route, as determined by the Company, from the Company's nearest Main, capable in the opinion of the Company of properly supplying the Applicant. Irrespective of the total Allowable Investment, the Company shall not be required to extend a Main or Service Line 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 extend 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 and regulators and to determine the amount of space that must be left unobstructed for the installation and maintenance thereof. Applicant may request an alteration of such designation and, if consented to by the Company, the cost of such revised designation in excess of the cost of the original Company design shall be borne by the Applicant regardless of whether the length of Service Line laid as requested by Applicant comes within the Allowable Investment provided in this rule. Further, the Company may require Applicant to provide both power 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 and 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 determined 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 required in 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 initially 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 additional 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 Main is required.

(iii) The amount of such refund to the party or parties who made the initial advance shall not exceed the excess Allowable Investment 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 the 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 period of five (5) years or the period contracted from the date Company is first ready to render service from the extension. Any unrefunded amount 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 for Main extension, as provided for in the rule, shall be considered a new Main extension, and no refund or repayment of any kind with respect 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 for 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 of approval of an application that the specific facts of the application so warrant. Refunds will also be made for funds advanced through the Universal Service Fund for any application which was approved prior to the effective date of this revised provision and which has been 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 convenience of the Company or an Applicant requests an additional Service Line and, in the judgment of the Company, an unreasonable burden would be placed on the Applicant if the additional Service Line were not installed. When an additional Service Line is installed under these conditions at the Applicant's request, the Applicant shall pay for the entire length of said additional Service Line, Metering Equipment, and Regulating 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 necessary to 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 Customer, 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 the 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 adverse impact on existing Customers unless the Commission has prescribed a tariff provision designed to eliminate such adverse impact on existing Customers.

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 Lines in accordance with the provisions of these Rules and Regulations. The contract will provide that the Applicant will install, commence using in 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, the amount of gas determined for the Dedicated Design Day Capacity and under the Rate Schedule on which the Company's Allowable 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 Company may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's Non-Residential Main and Service Line extension rules in effect at the time the extension was made as if service had been requested on the basis of the actual equipment 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 Lines, 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 under 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 refuse 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 an advance, contribution, or other payment has been made, shall be and remain in the Company, and the Company shall have the right 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 gas 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 may 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 of this Rule, the Company or the party may seek an expedited review of the dispute from the Staff of the Commission. Said review shall be completed within 60 days of a written request for such review and shall be limited to a review of the proposed line extension and whether 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 with 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 line extension, the Company or such party may petition the Commission to resolve the dispute.

For Office Use Only

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

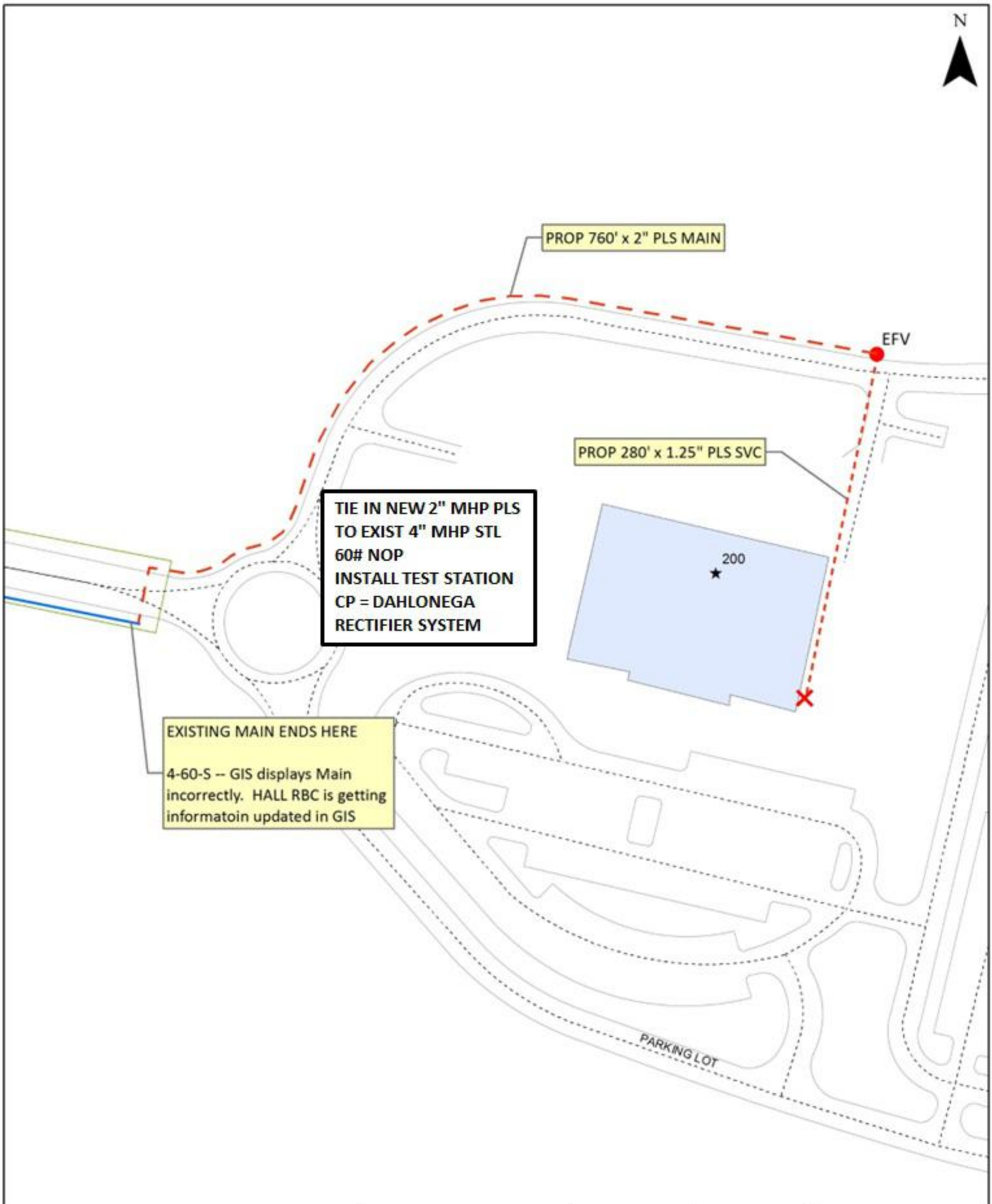
I certify that I will adhere to the Primary Permittee's Erosion, Sedimentation and Pollutant Control Plan (Plan) or the portion of the Plan applicable to my construction activities.

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 designed to 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 for knowing violations.

Blanket Secondary Permittee's Printed Name: H BRYAN BATSON Title: PRESIDENT

Signature: H Bryan Batson Date 02/01/2013



ADDRESS	WR NAME	PWR	BCA	NBC
200 PINETREE WAY DAHLONEGA GA 30533	23COMM-3380	2847647	303443	CRAIG CAMERON

Lumpkin County, Georgia

Finance

Date:	June 20, 2023
Agenda Item:	2023-068 Grant Agreement - Multipurpose Field Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*
Item Description:	Consideration of a grant agreement with Governor's Office of Planning and Budget for turf conversion on the multi-purpose field at Yahoola Creek Park.
Facts & Historical Information:	In August 2022, Governor's Office of Planning and Budget published a Notice of Funding Opportunity to provide funding assistance through the State Fiscal Recovery Fund for investments in neighborhood features, including parks, recreation facilities, sidewalks, and healthy food access, which can work to improve physical and mental health outcomes. In November 2022, Lumpkin County submitted an application, for which we were awarded on May 18, 2023. The proposed project converts the multi-purpose field, which lies west of Yahoola Creek, from natural turf to artificial turf. The multi-purpose field accommodates practices and games for soccer and is a location for many pick-up games and a general recreation area for exercise groups, families, and friends. Due to the heavy usage of this field, turf wear and compaction issues are noticeable and is increasingly difficult to overcome with the constant usage. Natural grass fields experience poor drainage during wet seasons and difficulty with turf care in dry weather due to no irrigation system available. Conversion from natural grass to artificial turf provides for a wider range of usage, allowing the County to schedule more games and practices on the same fields without concern for damage to grass. Artificial turf helps eliminate the need for herbicides and pesticides, and will allow users with allergies to participate in a safe environment. The grant award for this project is $1,424,000 and requires no cash match.
Potential Courses Of Action:	A. Approve the agreement. B. Do not approve the agreement.
Budget Impact:	There is no impact to the operating budget.
Staff Recommendation:	Course of Action A.

AMERICAN RESCUE PLAN ACT IMPROVING NEIGHBORHOOD OUTCOMES IN DISPROPORTIONATELY IMPACTED COMMUNITIES GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

Lumpkin County Multipurpose Field Turf Conversion

About This Document

This agreement (the "Grant Agreement" or "Agreement") is entered into between the Governor's Office of Planning and Budget ("OPB") on behalf of the State of Georgia (the "State") and the undersigned grantee ("Grantee") (hereinafter collectively referred to as the "Parties"). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, Lumpkin County Board of Commissioners , from the State of Georgia's allocation of funds from the State Fiscal Recovery Fund ("SFRF") established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as "Grant"). The Grantee's official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within GeorgiaGrants, (the grant management system administered by OPB), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **"ARPA"** means the federal American Rescue Plan Act of 2021.

2. **"SFRF"** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.

3. **"GeorgiaGrants"** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.

4. **"Grant"** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund ("SFRF").

5. **"Grant Project" or "Project"** means the project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.

6. **"Grant Agreement"** or **"Agreement"** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.

7. **"Grantee"** means the undersigned
   Lumpkin County Board of Commissioners

8. **"OPB"** means the Governor's Office of Planning and Budget.

9. **"Parties"** means collectively the parties to this Agreement, namely, the State and the Grantee.

10. **"State"** means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded, and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation, and provision of additional information, return of Grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to eligible and reasonable expenses incurred to fund the completion of the Project as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance ("funding announcement") to the Grantee through Grantee's representative listed in "Exhibit A" attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier ("performance period"). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period.

2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding

this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;

2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;

3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;

5. Wholly or partially suspending or terminating the Grant;

6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or

7. Taking other remedies or appropriate actions as determined solely by OPB.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A, 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General[1] and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

[1] See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee, but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State

may have by operation of law.

2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB

and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require "a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government's terrorism watch list as described in federal Exec. Order 13224.

2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME
ADDRESS
EMAIL
PHONE

If to OPB:

Governor's Office of Planning and Budget
2 Capitol Square SW
Atlanta
Georgia 30334
grants@opb.georgia.gov

2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds $165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq*.

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

3. Grantee represents and warrants to include these requirements in each subcontract exceeding $165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq*.

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding $165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal

Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq*. All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated, and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.

3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

4. Property and Procurement Requirements

4.1 **[Reserved]**

5. Audit and Records Requirements

5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed $750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at http://www.gao.gov/govaud/ybkOl.htm, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit

requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed, or other penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department[2]:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;

2. Damages covered by insurance;

3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;

4. Reimbursement to donors for donated items or services;

5. Severance pay; and

6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

[2] SLFRF-Final-Rule.pdf (treasury.gov)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.

4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer of employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

7. Financial Requirements

7.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

7.2 [Reserved]

7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor’s Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 Project Close Out

The State will close-out the Grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of $1,566,400.00 for expenses deemed eligible under the terms of this Grant.

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

First Name: Last Name:
Title:
Email:
Phone:

2. Authorized User Two (Optional)

First Name: Last Name:
Title:
Email:
Phone:

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.

2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.

3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.

5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq*.), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq*.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.

6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for Project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.

9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.

11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).

12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C.§ 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.

13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq*.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq*.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq*.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq*.).

18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq*.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq*.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.

24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.

25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.

27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title:

Date:

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Exec. Order 12549, 3 C.F.R. § 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. **DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);

(d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the Statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1

ADDRESS 2

CITY STATE ZIP ZIP+4

4**. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, 85.605, and 85.610.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title:

Date:

EXHIBIT C

American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, (Print Name),
am the (Title)
of Lumpkin County Board of Commissioners ("Grantee")
Unique Entity Identifier and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021.

2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.

3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.

5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.

6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.

7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.

8. I acknowledge that the Grantee's requests submitted for reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

a. Are expenditures made in accordance with the terms of this Agreement

b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title:

Date:

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Exhibit A – Grantee Assurances

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title:

Date:

SIGNATURE PAGE

Lumpkin County, Georgia

Finance

Date:	June 20, 2023
Agenda Item:	2023-069 Grant Agreement - Fields 4 & 6 Turf Conversion - Governor's Office of Planning & Budget Improving Neighborhood Outcomes in Disproportionately Impacted Communities *(Finance Director Abby Branan)*
Item Description:	Consideration of a grant agreement with Governor's Office of Planning and Budget for turf conversion on Fields 4 & 6 at Yahoola Creek Park.
Facts & Historical Information:	In August 2022, Governor's Office of Planning and Budget published a Notice of Funding Opportunity to provide funding assistance through the State Fiscal Recovery Fund for investments in neighborhood features, including parks, recreation facilities, sidewalks, and healthy food access, which can work to improve physical and mental health outcomes. In November 2022, Lumpkin County submitted an application, for which we were awarded on May 19, 2023. The proposed project converts Fields 4 & 6, which are the small baseball fields nearest to the Senior Center, from two natural grass fields to one artificial turf baseball field and one artificial turf multi-purpose field, which will allow for additional space for other growing sports, such as cheerleading, flag football, and soccer. Fields 4 & 6 experience poor drainage during wet seasons and difficulty with turf care in dry weather due to no irrigation system available. Artificial turf will benefit all users with its stability in wet conditions, eliminate the need for herbicides and pesticides, and will decrease the maintenance requirements of the area allowing for the County to serve the needs of more residents and visitors throughout the year. The grant award for this project is $1,135,380 and requires no cash match.
Potential Courses Of Action:	A. Approve the agreement. B. Do not approve the agreement.
Budget Impact:	There is no impact to the operating budget.
Staff Recommendation:	Course of Action A

AMERICAN RESCUE PLAN ACT IMPROVING NEIGHBORHOOD OUTCOMES IN DISPROPORTIONATELY IMPACTED COMMUNITIES GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

Fields 4 & 6 Turf Conversion

About This Document

This agreement (the "Grant Agreement" or "Agreement") is entered into between the Governor's Office of Planning and Budget ("OPB") on behalf of the State of Georgia (the "State") and the undersigned grantee ("Grantee") (hereinafter collectively referred to as the "Parties"). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, Lumpkin County Board of Commissioners , from the State of Georgia's allocation of funds from the State Fiscal Recovery Fund ("SFRF") established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as "Grant"). The Grantee's official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within GeorgiaGrants, (the grant management system administered by OPB), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **"ARPA"** means the federal American Rescue Plan Act of 2021.

2. **"SFRF"** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.

3. **"GeorgiaGrants"** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.

4. **"Grant"** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund ("SFRF").

5. **"Grant Project" or "Project"** means the project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.

6. **"Grant Agreement"** or **"Agreement"** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.

7. **"Grantee"** means the undersigned
   Lumpkin County Board of Commissioners

8. **"OPB"** means the Governor's Office of Planning and Budget.

9. **"Parties"** means collectively the parties to this Agreement, namely, the State and the Grantee.

10. **"State"** means the State of Georgia.

2. General Requirements and Conditions

2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded, and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation, and provision of additional information, return of Grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to eligible and reasonable expenses incurred to fund the completion of the Project as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance ("funding announcement") to the Grantee through Grantee's representative listed in "Exhibit A" attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier ("performance period"). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period.

2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding

this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;

2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;

3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;

5. Wholly or partially suspending or terminating the Grant;

6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or

7. Taking other remedies or appropriate actions as determined solely by OPB.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A, 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General[1] and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

[1] See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee, but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State

may have by operation of law.

2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB

and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require "a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government's terrorism watch list as described in federal Exec. Order 13224.

2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME
ADDRESS
EMAIL
PHONE

If to OPB:

Governor's Office of Planning and Budget
2 Capitol Square SW
Atlanta
Georgia 30334
grants@opb.georgia.gov

2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

3. Warranties

3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds $165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq*.

2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

3. Grantee represents and warrants to include these requirements in each subcontract exceeding $165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq*.

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding $165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal

Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq*. All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated, and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.

3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

4. Property and Procurement Requirements

4.1 **[Reserved]**

5. Audit and Records Requirements

5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed $750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at http://www.gao.gov/govaud/ybkOl.htm, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit

requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed, or other penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.

6. Prohibited and Regulated Activities and Expenditures

6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department[2]:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;

2. Damages covered by insurance;

3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;

4. Reimbursement to donors for donated items or services;

5. Severance pay; and

6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

[2] SLFRF-Final-Rule.pdf (treasury.gov)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.

4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer of employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

7. Financial Requirements

7.1 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

7.2 [Reserved]

7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor’s Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

7.8 Project Close Out

The State will close-out the Grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of $1,248,918.00 for expenses deemed eligible under the terms of this Grant.

9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

1. Authorized User One – Authorized Representative of Grantee (Required)

First Name: Last Name:
Title:
Email:
Phone:

2. Authorized User Two (Optional)

First Name: Last Name:
Title:
Email:
Phone:

[EXHIBITS AND SIGNATURE PAGES FOLLOW]

EXHIBIT A
Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.

2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.

3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.

5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq*.), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq*.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.

6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for Project purposes regardless of federal participation in purchases.

8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.

9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.

11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).

12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C.§ 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.

13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq*.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq*.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq*.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq*.).

18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq*.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq*.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.

24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.

25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.

27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title:

Date:

EXHIBIT B
Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

1. **LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Exec. Order 12549, 3 C.F.R. § 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

A. The Grantee certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

3. **DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);

(d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the Statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

(d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1

ADDRESS 2

CITY STATE ZIP ZIP+4

4**. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, 85.605, and 85.610.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title:

Date:

EXHIBIT C

American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, (Print Name),
am the (Title)
of Lumpkin County Board of Commissioners ("Grantee")
Unique Entity Identifier and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021.

2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.

3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.

5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.

6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.

7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.

8. I acknowledge that the Grantee's requests submitted for reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

a. Are expenditures made in accordance with the terms of this Agreement

b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title:

Date:

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

Exhibit A – Grantee Assurances

Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By:

Signature:

(Authorized Representative of Grantee)

Name:

Title:

Date:

SIGNATURE PAGE

Lumpkin County, Georgia

Special Projects

Date:	June 20, 2023
Agenda Item:	2023-070 City Ordinance Required Backflow Prevention Testing and Installation Contract - Townley Construction *(Special Projects Director Ashley Peck)*
Item Description:	Approval of the contract with Townley Construction to test all existing back flow assemblies and install any needed back flow assemblies.
Facts & Historical Information:	The City of Dahlonega passed an ordinance that requires all commercial facilities to install backflow prevention assemblies on water provided by the City. The ordinance also requires all backflow prevention assemblies that are currently installed to be tested by a certified tester. This ordinance impacts 23 county facilities and 38 water lines. 23 water lines already have backflow prevention assemblies and will just need to be tested. The remaining lines will need backflow prevention assemblies installed with the Health Department needing an RPZ installed. A list of facilities impacted and the work needed is attached for review. In May an RFP was put out to find a certified plumber that could test and install any needed backflow prevention assemblies. We received three submissions from the RFP, 2 were considered responsive and 1 was considered nonresponsive. In a review of the submissions both responsive companies had the appropriate license, qualifications and experience to complete the work. In addition both were listed on the City of Dahlonega's approved list of plumbers for this work. As both companies were qualified the decision to use Townley Construction for this project was based on price. Townley Construction priced the project at $26,335.00. The other company priced it at $53,899.00.
Potential Courses Of Action:	A. Approve the contract with Townley Construction for the testing and installation of backflow prevention assemblies. B. Do not approve the contract with Townley Construction for the testing and installation of backflow prevention assemblies. C. Approve the contract with Townley Construction, but include modifications.
Budget Impact:	The funds for this will need to come from contingency as this was an unbudgeted item.
Staff Recommendation:	Approve the contract with Townley Construction to test all existing backflow assemblies and install any needed backflow assemblies.

Building Name	Size	Test or Install Backflow Prevention
Kelley Building	2"	Test Only
Annex	1 1/2"	Test Only
Rainbow Office	3/4"	Install Backflow (In Dirt)
Rainbow House	3/4"	Install Backflow (In Concrete)
Classic Cleaners	3/4"	Install Backflow (In Dirt)
Administration Building	3"	Test Only
Old Planning Building	1"	Install Backflow (In Dirt)
Historical Jail/Cannery	3/4"	Install Backflow (In Dirt)
Elections	1"	Install Backflow (In Dirt)
Detention Center	8"	Test Only
	3/4"	Test Only
	3"	Test Only
	2"	Test Only
	8"	Test Only
	3/4"	Test Only
Mental Health	1"	Install Backflow (In Dirt)
	1"	Install Backflow (In Dirt)
Station 1	2"	Test Only
Library	8"	Test Only
	3/4"	Test Only
	2"	Test Only
	3/4"	Test Only
Health Department	1"	Install Backflow (RPZ) (In Dirt)
Head Start/Pre-K	1"	Install Backflow (In Dirt)
	1"	Install Backflow (In Dirt)
Justice Center	3/4"	Install Backflow (In Dirt)
	6"	Test Only
	3/4"	Test Only
	3"	Test Only
Senior Center	2"	Test Only
Community Center	4"	Test Only
	3/4"	Test Only
	2"	Test Only
Concession Stand Field #5	3/4"	Install Backflow (In Dirt)
Softball Complex	2"	Test Only
Yahoola Creek Park	2"	Test Only
Communiity House	3/4"	Install Backflow (In Dirt)
Fueling Station	3/4"	Install Backflow (In Dirt)

Box Type	Additonal Notes
N/A	
N/A	
Steel	
Steel	
Steel	Tight Location
N/A	
Steel	Tight Location
Steel	
Plastic	
N/A	Fire Line (Front Vault)
N/A	Fire Line (Front Vault)
N/A	Domestic Line
N/A	Domestic Line
N/A	Fire Line (Side Vault)
N/A	Fire Line (Side Vault)
Plastic	Both lines can be installed in a single jumbo plastic box. Both are on deep risers.
Plastic	
N/A	
N/A	Fire Line
N/A	Fire Line
N/A	Domestic Line
N/A	Irrigation Line
N/A	This is an RPZ, above ground
Plastic	
Plastic	
Plastic	Irrigation Line
N/A	Fire Line
N/A	Fire Line
N/A	Domestic Line
N/A	
N/A	Fire Line
N/A	Fire Line
N/A	Domestic Line
Plastic	
N/A	
N/A	
Plastic	
Plastic	

CONTRACT FOR
BACKFLOW TESTING AND INSTALLATION
PROJECT NUMBER RFP 2023-006

This agreement is made and entered into between the **Lumpkin County Board of Commissioners**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **Townley Construction Company, Inc.**, hereinafter referred to as "Contractor".

Whereas, in consideration of the mutual benefits accruing to each party, the parties hereby agree as follows:

A. Summary of Work and Payment:

1. Contractor shall provide all necessary labor, material and equipment to test existing backflows and install new backflows in various locations as set forth in the Exhibit 'A' attached hereto and incorporated herein (the 'Work'). All testing shall be reported on the City of Dahlonega Test and Maintenance Report Backflow Prevention Assemblies form attached hereto as Exhibit 'B'.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from Lumpkin County. Contractor shall coordinate all Work with the County's Special Projects Director, Ashley Peck, at 706-482-2550, or ashley.peck@lumpkincounty.gov. All work shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued.

3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor's authorized representative, who shall be authorized to receive and accept any and all communications from the County.

4. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub- contractor or personnel is unsatisfactory.

5. Contractor shall be paid for work performed under this Contract the lump sum amount of $26,355.00.

- Progress payments may be requested once every 30 days by submitting an invoice to:

  Lumpkin County Board of Commissioners
  Attn: Accounts Payable
  99 Courthouse Hill, Suite D
  Dahlonega, GA 30533

- Each invoice must include the following information:
  - Date of invoice
  - Detailed description of Work performed, including appropriate units of measure, if applicable
  - Billing period
- Invoices will be submitted to the County's Special Project Director for approval of the Work prior to payment. Approved invoices will be paid within 30 days of approval by the County's Special Project Director.

B. Bonds:

No bonds are required for this project.

C. Liability:

Contractor shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Contractor assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

D. Insurance:

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Request for Proposal.

E. Assignment of Contractual Rights and Subcontracting:

It is agreed that the Contractor will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

Contractor shall not subcontract any work without the express written consent of the County. The County must approve all subcontractors.

F. Indemnity:

To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold Lumpkin County harmless from and against any and all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the negligent acts, negligent omissions, willful misconduct, or reckless misconduct of the Contractor or anyone for whom the Contractor is responsible.

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, Lumpkin County's Request for Proposal issued April 26, 2023, for Project Number RFP 2023-006, and any addendums issued thereto, shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

It is understood and agreed by the parties hereto that if any part, term, or provision of this Contract is held illegal or in conflict with any law of the State or Georgia, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term, or provisions held to be invalid.

I. Dispute Resolution:

Lumpkin County and the Contractor agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia**.**

J. Cancellation:

Lumpkin County reserves the right to terminate the contract immediately in the event that the Contractor discontinues or abandons operations, is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

Failure of the Contractor to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

Notwithstanding anything to the contrary contained herein, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Contractor.

If the termination clause is used by the County, the Contractor will be paid by the County for all scheduled work completed satisfactorily by the Contractor up to the termination date set forth in the written termination notice.

K. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

Contractor certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Contractor further certifies that:

1. A drug-free workplace will be provided for the Contractor's employees during performance of the contract; and

2. If Contractor hires a Sub Contractor to work in a drug-free work place, Contractor shall secure from that Sub Contractor the following written certification:

> As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

The Contractor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

L. Amendments or Modifications:

All contract amendments or modifications must be in writing and signed by all parties.

M. Notices:

Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or his authorized representative, which delivery may be accomplished by in person hand delivery, via bona fide overnight express service or telephonic facsimile transmission; or

2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

Townley Construction Company, Inc.
Attn: Charles Matheson
1061 War Hill Park Rd
Dawsonville, GA 30534

and to Lumpkin County at the following address:

Lumpkin County Board of Commissioners
Attn: Alan Ours, County Manager
99 Courthouse Hill, Ste H
Dahlonega, Georgia 30533

This Contract is made and entered into as of June 20, 2023.

Lumpkin County:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Contractor:

Townley Construction Company, Inc.

By: _____
Charles Matheson, Vice President

EXHIBIT 'A'
RFP #2023-006 BACKFLOW TESTING AND INSTALLATION

Building Name	Size	Test or Install Backflow Prevention	Box Type	Additional Notes	Price
Kelley Building	2"	Test Only	N/A		$100.00
Annex	1 1/2"	Test Only	N/A		$100.00
Rainbow Office	3/4"	Install Backflow (In Dirt)	Steel		$1,350.00
Rainbow House	3/4"	Install Backflow (In Concrete)	Steel		$1,600.00
Classic Cleaners	3/4"	Install Backflow (In Dirt)	Steel	Tight Location	$1,350.00
Administration Building	3"	Test Only	N/A		$100.00
Old Planning Building	1"	Install Backflow (In Dirt)	Steel	Tight Location	$1,730.00
Historical Jail/Cannery	3/4"	Install Backflow (In Dirt)	Steel		$1,600.00
Elections	1"	Install Backflow (In Dirt)	Plastic		$1,730.00
Detention Center	8"	Test Only	N/A	Fire Line (Front Vault)	$160.00
	3/4"	Test Only	N/A	Fire Line (Front Vault)	$100.00
	3"	Test Only	N/A	Domestic Line	$100.00
	2"	Test Only	N/A	Domestic Line	$100.00
	8"	Test Only	N/A	Fire Line (Side Vault)	$160.00
	3/4"	Test Only	N/A	Fire Line (Side Vault)	$100.00
Mental Health	1"	Install Backflow (In Dirt)	Plastic	Both lines can be installed in a single jumbo plastic box. Both are on deep risers.	$2075.00
	1"	Install Backflow (In Dirt)	Plastic		
Station 1	2"	Test Only	N/A		$100.00
Library	8"	Test Only	N/A	Fire Line	$160.00
	3/4"	Test Only	N/A	Fire Line	$100.00
	2"	Test Only	N/A	Domestic Line	$100.00
	3/4"	Test Only	N/A	Irrigation Line	$100.00
Health Department	1"	Install Backflow (RPZ) (In Dirt)	N/A	This is an RPZ, above ground	$3,500.00
Head Start/Pre-K	1"	Install Backflow (In Dirt)	Plastic		$1,750.00
	1"	Install Backflow (In Dirt)	Plastic		$1,730.00
Justice Center	3/4"	Install Backflow (In Dirt)	Plastic	Irrigation Line	$1,350.00
	6"	Test Only	N/A	Fire Line	$160.00
	3/4"	Test Only	N/A	Fire Line	$100.00
	3"	Test Only	N/A	Domestic Line	$100.00
Senior Center	2"	Test Only	N/A		$100.00
Community Center	4"	Test Only	N/A	Fire Line	$100.00
	3/4"	Test Only	N/A	Fire Line	$100.00
	2"	Test Only	N/A	Domestic Line	$100.00
Concession Stand Field #5	3/4"	Install Backflow (In Dirt)	Plastic		$1,350.00
Softball Complex	2"	Test Only	N/A		$100.00
Yahoola Creek Park	2"	Test Only	N/A		$100.00
Community House	3/4"	Install Backflow (In Dirt)	Plastic		$1,350.00
Fueling Station	3/4"	Install Backflow (In Dirt)	Plastic		$1,350.00
				TOTAL	**$26,355.00**

EXHIBIT B

City of Dahlonega, Georgia

Test and Maintenance Report
Backflow Prevention Assemblies

Name of Premise: _____

Street Address: _____

Location of Device: _____

Service: ☐ Potable: ☐ Fire: ☐ Irrigation: ☐ Other: ☐

Manufacturer: _____ Model: _____ Serial No: _____ Size: _____

☐ RP ☐ DC ☐ PVB ☐ AVB ☐ AG

Pressure Drop Across First Check Valve: _____ PSI

	CHECK VALVE #1	CHECK VALVE #2	DIFERENTIAL PRESSURE RELIEF VALVE	PRESSURE VACUUM BREAKER
INITIAL TEST	1. LEAKED ☐ 2. CLOSED TIGHT ☐	1. LEAKED ☐ 2. CLOSED TIGHT ☐	OPENED AT _____ DID NOT OPEN ☐	AIR INLET OPENED AT _____ PSI DID NOT OPEN ☐
REPAIRS	CLEANED ☐ REPLACED: RUBBER PARTS KIT ☐ C.V. ASSEMBLY ☐ OR DISC ☐ O-RINGS ☐ SEAT ☐ SPRING ☐ STEM/GUIDE ☐ RETAINER ☐ LOCK NUTS ☐ OTHER ☐	CLEANED ☐ REPLACED: RUBBER PARTS KIT ☐ C.V. ASSEMBLY ☐ OR DISC ☐ O-RINGS ☐ SEAT ☐ SPRING ☐ STEM/GUIDE ☐ RETAINER ☐ LOCK NUTS ☐ OTHER ☐	CLEANED ☐ REPLACED: RUBBER PARTS KIT ☐ C.V. ASSEMBLY ☐ OR DISC ☐ O-RINGS ☐ SEAT ☐ SPRING ☐ STEM/GUIDE ☐ RETAINER ☐ LOCK NUTS ☐ OTHER ☐	CHECK VALVE: _____ PSI LEAKED ☐ CLEANED ☐ REPLACED: C.V. ASSEMBLY ☐ DISC. AIR INLET ☐ DISC. C.V. ☐ SPRING ☐ RETAINGER ☐ GUIDE ☐ O-RING ☐ OTHER ☐
FINAL TEST	CLOSED TIGHT ☐	CLOSED TIGHT ☐	OPEN AT _____ LBS REDUCED PRESSURE	SATISFACTORY ☐

Note: ALL REPAIRS/REPLACEMENT SHALL BE COMPLETED WITHIN TEN (10) DAYS

REMARKS: _____

I hereby certify that this data is accurate and reflects the proper operation and maintenance of the unit.

Certified Testing Company:

Initial Test By: _____ **Certified Tester No.** _____ **Date:** _____

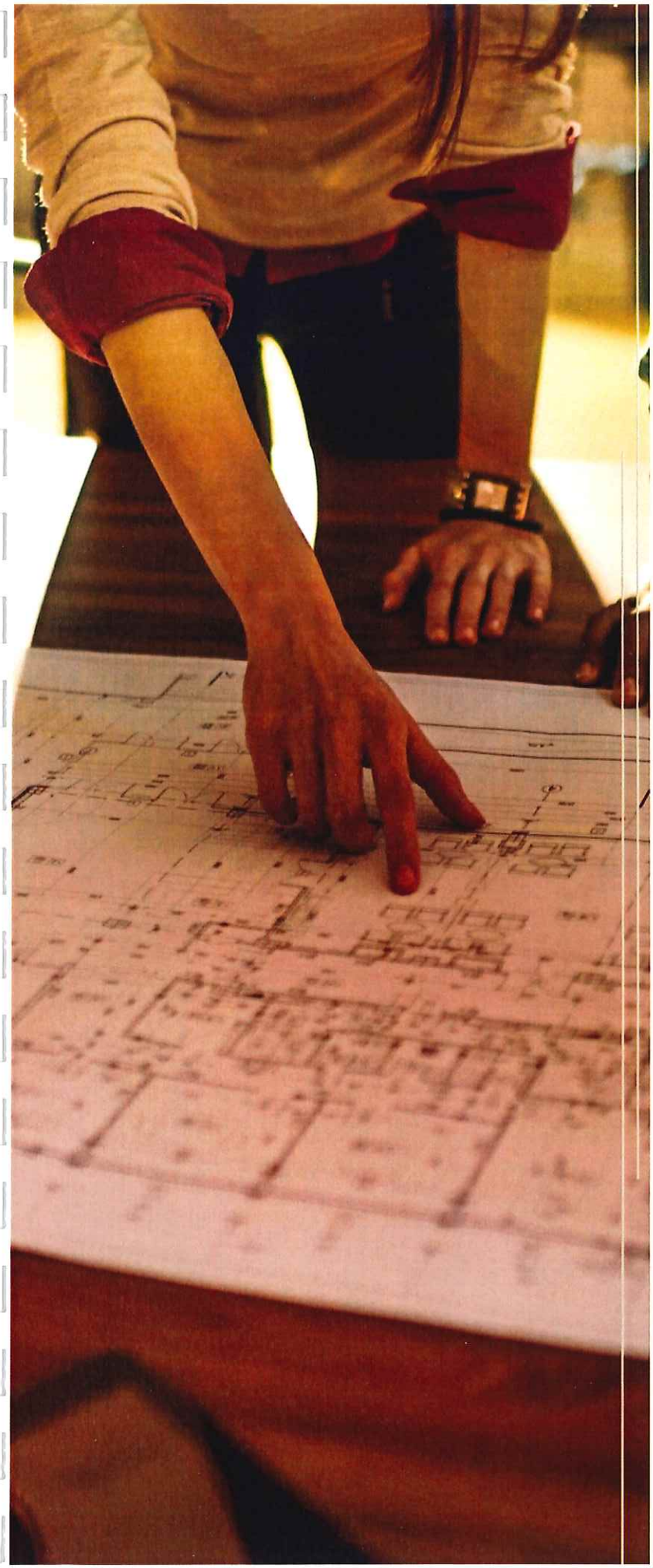
Repaired By: _____ **Date:** _____

Final Test By: _____ **Certified Tester No.** _____ **Date:** _____

Lumpkin County, Georgia

Special Projects

Date:	June 20, 2023
Agenda Item:	2023-071 Architectural and Engineering Services: Recycling Center and Transfer Station *(Special Projects Director Ashley Peck)*
Item Description:	Approval of the contract with CSC Design for the recycling center and transfer station
Facts & Historical Information:	Lumpkin County has been looking for ways to improve the transfer station and recycling program. To help facilitate those changes and provide the Board of Commissioners with accurate, and useful information and solutions it was determined that an engineer with recycling and transfer station experience would be needed. An RFQ was put out in May to find a company with this knowledge that could assist in concept report preparation and validation, utility plans, preparation of displays for public meetings, surveys and mapping, preliminary construction plans, erosion control plans, structural plans, permit assistance, final construction plans and site plans. We received two responses to the RFQ from Davis Engineering and CSC Design. A committee reviewed the qualifications of the responses and chose to recommend CSC Design to the Board. CSC Design's expertise is in pre-engineered metal buildings and they have worked on designs for several recycling and transfer station projects in Georgia. CSC is familiar with local government and has worked with multiple government entities such as Union County, Bartow County, Cherokee County, and Forsyth County. They have also brought on G7 Global that has over 30 years experience in the recycling and transfer station industry. G7 has worked with local governments, military installations and private corporations on the design, build and equipment needs for recycling and solid waste.
Potential Courses Of Action:	A. Approve the contract with CSC Design for engineering services for the Recycling Center and Transfer Station B. Do not approve the contract with CSC Design for engineering services for the Recycling Center and Transfer Station C. Approve a contract with a different engineering firm D. Request staff to solicit additional RFQ's
Budget Impact:	Funds for these services will be paid from the 2014 SPLOST
Staff Recommendation:	Approve the contract with CSC Designs for architectural and engineering services for the recycling center and transfer station.



LUMPKIN COUNTY

Request for Qualifications

Architectural and Engineering Services: Lumpkin County Recycling & Transfer Station

RFQ 2023-002

April 28, 2023

Respondent

CSC DESIGN, INC

135 P Rickman Industrial Dr, Suite 100
Canton, Georgia 30115
770.375.2579

Matthew Zieg, PE
mzieg@cscde.com

ORIGINAL

CSC Design, Inc
135 P. Rickman Industrial Drive
Suite 100
Canton, GA 30115
(770) 345-2579

April 28, 2023

Ryan McDuffie
Purchasing Agent
Lumpkin County Board of Commissioners
99 Courthouse Hill
Suite D
Dahlonega, GA 30533

RE: Request for Qualifications
Lumpkin County Recycling and Transfer Station
RFQ 2023-002

Mr. McDuffie,

CSC Design, Inc (**CSC**) is pleased to submit our qualifications to Lumpkin County regarding the Architectural and Engineering Services for the Lumpkin County Recycling and Transfer Station RFQ. We believe CSC is the best choice for the following reasons:

- ***Inhouse capabilities*** – CSC is principal led by a state of Georgia registered architect and civil engineer making the communication and process a fluid transition throughout the different scopes and phases of the project.
- ***Team*** – CSC has a reliable team of sub consultants which are used regularly – for this contract we will be teaming with S&S Engineering (Mechanical, Electrical, Plumbing, Low Voltage) and Keystone Structural Engineering (Structural Engineering). Additionally, we have brought on G7 Global, a professional recycling and transfer station consulting company, to help provide guidance for the project to both the county and the design team.
- ***Experience*** – The team that would be overseeing this project has over 50 years of combined experience and has provided many municipal projects locally within the state.
- ***Size*** – CSC is large enough to be able to handle all the County's needs throughout the project, but small enough to always have a principal on the team.

We appreciate this opportunity and if you have any questions or require any additional clarification, you can reach out to Matthew Zieg, PE at mzieg@cscde.com or 770.345.2579.

Sincerely,

Matthew Zieg, PE
President

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SCOPE & METHODOLOGY PG 12

ABILITY TO COMPLETE THE PROJECT PG 15

BUDGET AND FEES PG 16

ADDITIONAL/APPENDIX PG 17

- Required Forms
- Business License
- Professional Licenses

QUALIFICATIONS

- A brief history and overview of the firm and its general areas of practice. Please include the number of years the company has been in existence and the firm's specific experience with recycling center design and construction.
- Firm's experience providing engineering services to local governments in the State of Georgia. List contact names and contact information for each reference.
- Resumés of key personnel that will be working with Lumpkin County, if selected, including their qualifications and relevant experience.

HISTORY

CSC Design, Inc. was founded in 2017 by lead Civil Engineer Matthew Zieg, whose career firmly planted him in both the construction and civil design industries. To broaden CSC Design's design approach Kevin Whipple was brought on shortly after the company's founding as lead Architect. Kevin brought with him the vertical integration talents and a broad project typology background allowing for increased client outreach. CSC Design, Inc. is fully integrated between the Civil and Architectural disciplines but allows each branch to operate independently as needed.

EXPERIENCE

CSC Design has a great deal of experience with municipal projects throughout Georgia. Although we have not had the opportunity to work directly for Lumpkin County, we have worked with neighboring counties and counties of a similar size to Lumpkin County. We are aware of the interworking's of working directly through the municipal design process and have assisted many municipalities including: The City of Kennesaw, Cherokee County, The City of Powder Springs, Fannin County and The City of Blue Ridge.

CSC Design's municipal work has included evaluating both buildings and sites alike for future development/vertical construction, additions, and refurbishments. We are well versed in the process and understand Lumpkin County's desire to make improvements to the existing center as well as possibly future areas.

Specifically, CSC Design and Kevin Whipple (with experience with previous companies) have worked on designs for several recycling and transfer stations in Georgia. Through a recent project proposed in Bartow County, we teamed up with G7 Global to assist a client in the design, logistics and capacity/limitations for a new recycling and transfer station.

With more than 15 municipal waste stations and transfer center projects under their belt, G7 Global primary focus is a business consultant and M&A advisor to the Solid Waste and Recycling Industry. G7 was founded in 2015 by Brad Avery and has worked with local governments, military installations, and private corporations in the waste space. Mr. Avery has worked with the design build of solid waste and recycling facilities, equipment specifications, in the waste industry for over 30 years.

We believe this teaming will benefit Lumpkin County in understanding what all of their options are, as well as the ability to design the most efficient space with an understanding for future growth needs.

The size of CSC Design allows the principles for Engineering and Architecture to be involved with the projects from start to finish. There is no time in the project life cycle that the principles are more than one level away from the design. With the principles name and reputation on every project that leaves the company it is important that quality control is kept at a high standard.

Please see copies of all key personnel resumes at the end of this section.

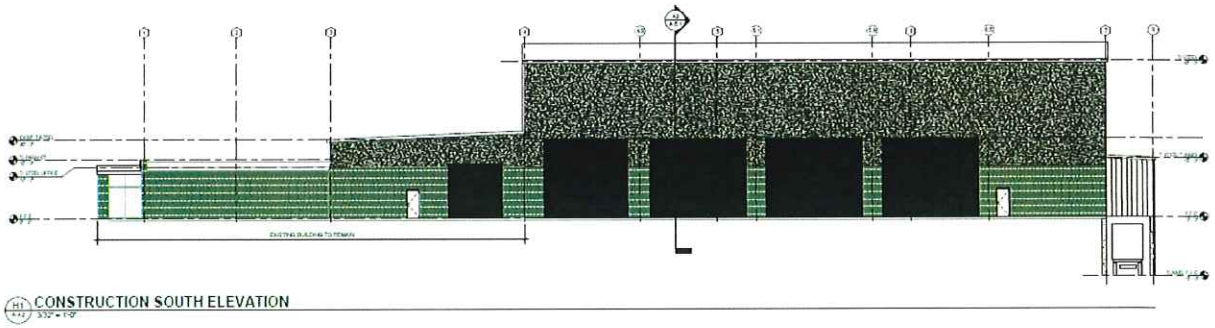
FIRMS EXPERIENCE & REFERENCES

City of Kennesaw
Robbie Balenger | Building & Facility Manager
rbalenger@kennesaw-ga.gov | 678.674.3387

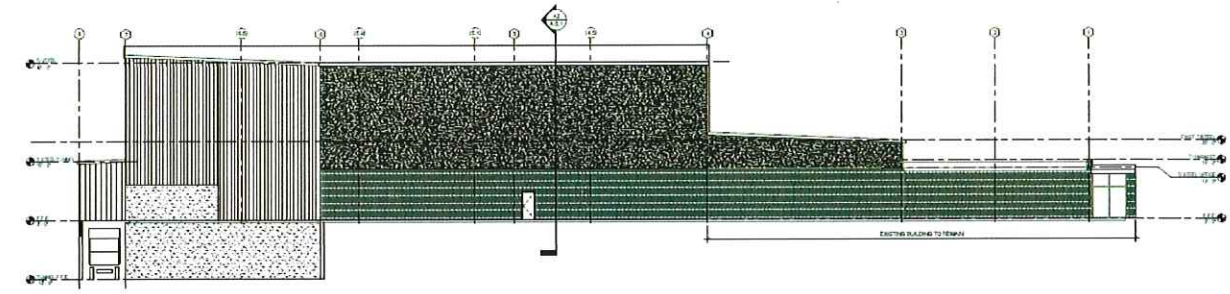
Cherokee County
Allen Kronenberger | Construction Manager
agkronengerger@cherokeega.com | 470.281.1788

Fannin County Chamber of Commerce
Christie Gribble | President
president@blueridgemountains.com | 706.632.5680

Forsyth County
Renee Hoge | Engineering
rphoge@forsythco.com | 770.781.2165



CONSTRUCTION SOUTH ELEVATION



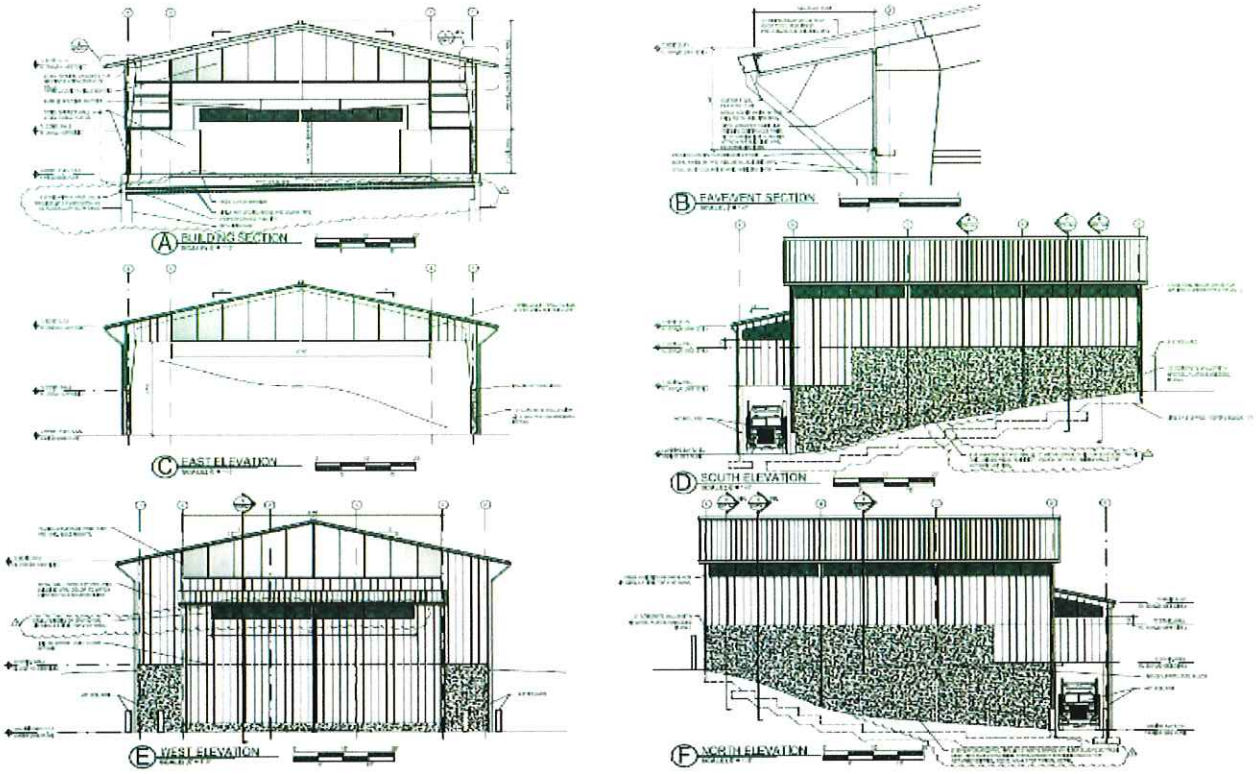
CONSTRUCTION NORTH ELEVATION

501 NORTH POINT PARKWAY

Bartow County, Georgia

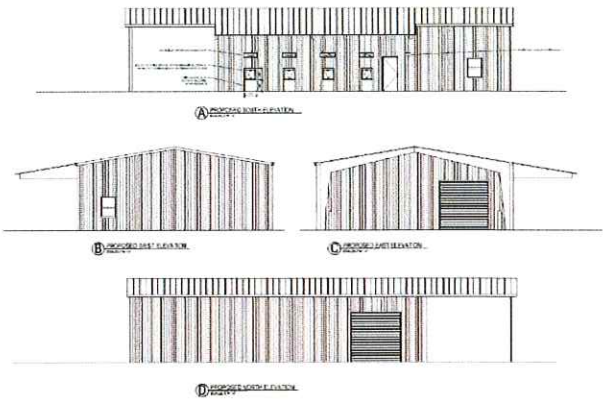
Concept building design and due diligence services for building alterations / renovation / expansion of existing 42,000sf office warehouse for conversion to a waste transfer station. Proposed alterations included demolition and reconstruction of primary tipping floor with an increased clear height of 34'. Cast in place push walls were designed around tipping floor along with necessary maintenance and support spaces for staff and technicians. Extra long tunnels was designed for double stacking of waste transfer trucks / trailers for dual loading and tarping activities. Site incorporated inbound and outbound scales along with necessary leachate collection of trench drains. Deliverables included color renderings for various public presentations.

Client: Capital Waste Services



UNION COUNTY TRANSFER CENTER*

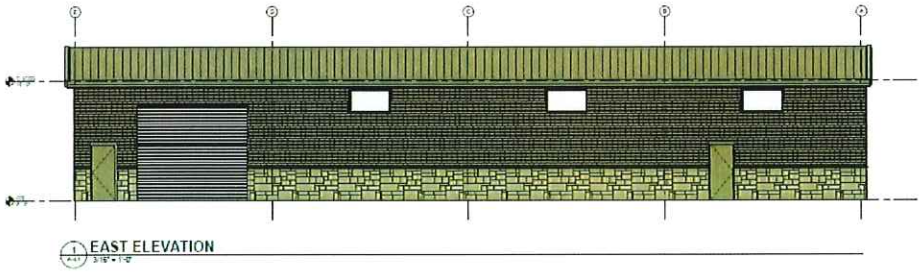
Union County, Georgia



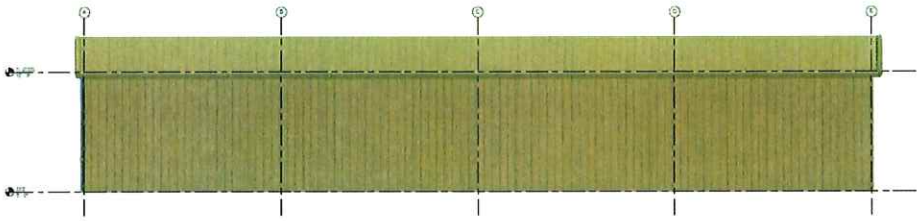
County initiated design documentation for demolition of existing waste transfer station on existing property and construction of new 5,500sf waste transfer station. The building was comprised of a pre-engineered metal building structure with 12" thick x 12' high perimeter push walls. Structure was enclosed on three (3) sides and incorporated single width tunnel. Unlike existing waste transfer station that did not promote good air flow or natural light we incorporated clerestory fencing to allow for air movement and a translucent end wall to allow for natural lighting along with skylights. Intent was to limit the need for artificial light and promote a more user friendly experience.

A design was also provided to convert an existing 2,500sf office / maintenance pre-engineered metal building on the property for use as a recycling drop off and consolidation facility. Hinged intake doors were provided on the existing customer facing wall of the building for consumer drop off / separation of recycled goods. Totes would be used by County staff to transport the products to the bailers for consolidation and subsequent loading for transfer to larger recycling center. Modifications to the existing staff restroom were also included to meet ADA requirements.

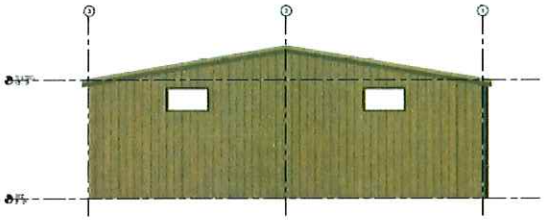
*project was completed by Kevin Whipple at a previous firm; however project was never constructed



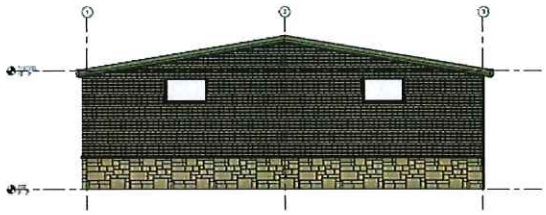
EAST ELEVATION



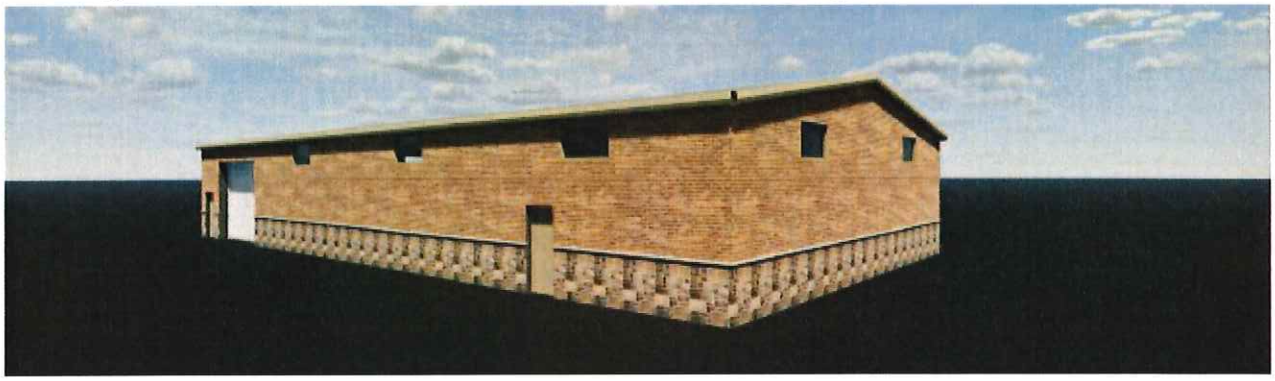
WEST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

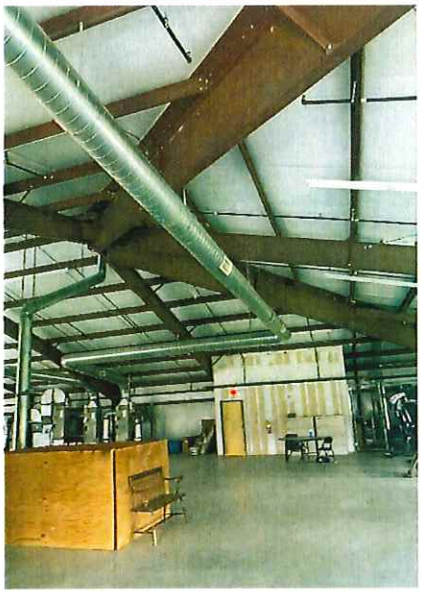


CHEROKEE COUNTY STORAGE BUILDING

Cherokee County, Georgia

CSC Design was awarded the design contract for a new 5,000sf pre-engineered metal building for county storage use. The building would be located behind the existing county offices in the Bluffs and included Civil Engineering, Architectural Services, Structural Engineering, and MEP Engineering. The County was utilizing Covid relief funds for the project. Due to the proximity to the existing class A county building special attention was given to the building façade and aesthetics to blend with the existing building to the extents feasible. The project is currently in design.

Client: Cherokee County



CITY OF KENNESAW PUBLIC WORKS

Kennesaw, GA

CSC Design was awarded the design contract to finish out the 2nd floor of the Kennesaw Public Works facility on Moon Station Rd. This interior build-out and alteration project included 8,000sf of unfinished space which will be built-out to house community development staff. The project included the construction of new non-load bearing stud walls, modifications and additions to existing MEP systems along with installation of new electric traction elevator in existing elevator shaft.

Project is currently under construction and CSC Design is providing construction administration services throughout construction as part of their agreement.

Client: Croy Engineering/ City of Kennesaw

ADDITIONAL RELEVANT PROJECTS

Bartow County Parks and Rec – Archery Pavilion

CSC Design recently teamed with Croy Engineering and was awarded the Design Services for Bartow County Parks and Recreation Amenities RFP. As a part of the scope, CSC Design will be providing architectural design services for a new archery range, shooting pavilion, vault toilet facilities, and general site lighting. CSC Design will be working hand in hand with the engaged Civil Engineer, County, and consultants throughout the initial grant funding process and ultimately through construction of the new property.

ServPro Forsyth County

CSC Design provided design services for the new 75,000sf ServPro facility on Redi Road in Forsyth County. The scope provided started with conceptual site design and continued through permitting and construction administration.

SERVPRO®
Fire & Water - Cleanup & Restoration™

MATTHEW ZIEG, PE

President

EDUCATION

BS, Civil Engineering
Christian Brothers University

CERTIFICATIONS

Professional Engineer: Georgia, North Dakota

GSWCC Level II Certification

PROFESSIONAL EXPERIENCE

Civil Engineering Practice: 22 years
Licensed PE: 16 years

ABOUT

Matthew has been actively involved with engineering and site design for over 20 years and works directly with the clients on the front end to hear what their goals are and then works throughout the project on designs and then through permitting and construction administration. Through his design career he has been involved with a variety of projects including industrial, retail, commercial, hospitality, institutional and residential. Matthew has designed and permitted hundreds of projects in the Metro Atlanta area and throughout the Southeast and North Dakota.

WORK EXPERIENCE

Municipal

- Cherokee County – Bluffs Storage Building & Parking
- Cherokee County – Fire Station #5
- City of Blue Ridge – Parking Deck Feasibility Study and Phase 1 surface parking lot
- City of Kennesaw – Adams Park Restroom Renovation

Industrial / Industrial Parks

- Coal Mountain Industrial – Office/warehouse, 5 buildings & Parking – Forsyth County, GA
- Doka Parking Expansion – Gwinnett County, GA
- Bottoms Rd – 74.69ac, 7 building warehouse/office park & Parking – Forsyth County
- EPS – 20,000sf building expansion – Forsyth County, GA
- ServPro – 75,000sf office/warehouse – Forsyth County, GA
- Myers Industrial Park – 30ac industrial park – Forsyth County, GA
- Cherokee County Airport Park – 97ac industrial park – Cherokee County, GA

Retail

- Aqua-Tots – 1.24ac lot for a 9,600sf retail building
- First Light – 31.2ac lot, multiple speculative building – Forsyth County, GA

KEVIN WHIPPLE, RA

Vice President

EDUCATION

Bachelor of Architecture,
Southern Polytechnic State University

CERTIFICATIONS

Professional Registered Architect:
Georgia, Alabama, Tennessee, Florida, South Carolina, Texas, North Dakota, Kansas

PROFESSIONAL EXPERIENCE

Architectural Practice: 14 years
Chair – Kennesaw HPC
NCARB Certified

ABOUT

Kevin brings more that 14 years of experience in nearly every industry/ He has personally managed over 150 millions dollars' worth of construction and brings knowledge, thought, perspective, and commination talents to bear on all aspects of his career. As an avid woodworker, Kevin understands the importance of detail, craftsmanship, and the understanding that each project has a unique grain and requires individual attention and care to achieve success for all involved. Throughout his career, Kevin has been directly responsible for the design, management, and client relations for a wide variety of project types affording him the ability to apply many strategies to the design and implementation of each project.

WORK EXPERIENCE

Municipal

- City of Kennesaw – Public Works Second Floor Build-Out
- Cherokee County Bluffs Storage Facility
- City of Kennesaw – Depot Park
- City of Blue Ridge - Parking Deck Feasibility Study and Phase 1 surface parking lot
- City of Kennesaw - Adams Park Restroom Renovation
- City of Kennesaw - City Hall Roof Replacement
- City of Kennesaw - Adams Park Concession / Scoring / Restroom Design
- City of Kennesaw - Community Development interior space planning
- City of Kennesaw - Public Works interior space planning
- City of Kennesaw – Police Department Programming
- City of Kennesaw – Life Safety As-Built
- City of Powder Springs – Reception Desk Alterations
- Fannin County Board of Commissioners - Public Safety Complex†
- Fannin County Recreation Department - Community Recreation Center†
- City of Blue Ridge - Train Depot Rehabilitation & Renovation†
- City of Blue Ridge - Downtown Master Planning†
- City of Blue Ridge - Public Restroom & Visitor's Center†
- Union County - Waste Transfer Station†
- Union County - Senior Center Renovation & Expansion†
- Fannin County Development Authority - Blue Ridge Textile Building Tenant Demising†
- Fannin County Development Authority - Speculative Office / Warehouse†
- City of Young Harris - City Hall Renovation†
- Cherokee County, NC - Mountain Folk Center†
- Murray County, GA - Prison remodel to Courtroom†
- GA State Patrol - Blue Ridge Patrol Station Remodel†
- City of Woodstock - Senior Center Renovation†
- City of Kennesaw - E911 & Police City Hall 3rd floor interior remodel†

†Projects completed at previous firm

Brad H. Avery

Cellular: 813-438-9370
G7Brad@gmail.com

2223 Derwent Drive
Davenport, FL 33896

Professional Bio

Mr. Avery is an experienced and conscientious senior level executive with a substantial background of 32 years in the solid waste and recycling industry space. His work history encompasses both the private sector and the public sector as well as owning/operating two solid waste collection companies. He has direct experience and exposure to working directly with local governments on collection contracts and the design/build of transfer stations and recyclable materials recovery facilities (MRFs).

Over the last 3 decades Mr. Avery has worked with many Georgia municipalities on projects for community waste and recycling drop-off centers (manned and unmanned sites) such as the City of Roswell, City of Sandy Springs, Raburn County, Dade County, Crisp County, to include equipment placing in many other municipalities. Consulted in the design of and provided equipment placement for the Fort Benning, GA Recycling and Recovery facility.

Other community waste transfer station & recycling facility projects that he has consulted on are:

Government – Public entity projects:

- Tennessee: Sevierville, Cookeville, Greenville, Tri-Cities, Johnson City and Chattanooga
- North / South Carolina: Highlands, Buncombe County and City of Franklin
- Florida: Sumpter County, Green Cove Springs, and Polk County

Private entity projects:

- Tomahawk Transfer and Recycling MRF – Alpharetta, GA
- Doraville Facility – Doraville, GA
- Crisp County Project – Cordele, GA
- Franklin WM MRF – Franklin, TN
- Sarasota Waste Pro MRF – Bradenton, FL
- ORION 1 TS/MRF – Orlando, FL
- ORION 2 TS/MRF – Harrison, AR
- Clearwater CWS TS/MRF – Clearwater, FL

Current Projects

- Transfer Station Project – North Georgia
- Waste Hauling Operations merge – Georgia

Professional Background

Managing Director – G7 Global Since 2015

- Mergers and Acquisitions – complete business value and analysis to companies in the Waste and Recycling industry to include due diligence and pro forma forecasts/projections.
- Consultant to businesses in M&A, Contracts, Operations, Sales, and Safety to improve KPI's, productivity, Top-line/Bottom-line revenues for bottom-line EBITDA improvement and cash flows.
- Working with clients on developing New flags, siting facilities in the waste and recycling space.
- Assist municipalities in the RFP/Proposal processes and contract negotiations in the waste space.
- G7 works with federal and local government entities in the waste collections and equipment marketplace.
- Siting, permitting, approval process, design and oversight of construction of Waste Transfer Station and Recycling collection facilities in the South East.

Vice President - M&A Business and Operations Development 2021-2022

Coastal Waste & Recycling Southeastern US

Operational oversight of multiple transportation facilities to include M&A and New Client development.

- Oversight on acquisition integration of ORION into the Coastal Waste & Recycling transportation platform.
- Acquisition work for the Southeastern Unites States with direct report to CEO and Board of Directors.
- Worked with PE groups on the financial analysis, due diligence, from start to closing of deals.
- Worked on cultivating new markets for growth and increasing existing hauling company operational profitability to include identifying markets for new flags and building third party relations.
- Oversaw process of location, sighting, permitting of new Transfer Station and MRF for Clearwater operations.

Coastal is a premier solid waste and recycling company with 11 hauling locations, 2 Transfer Stations and 6 Material recovery facilities, 500 collection vehicles, processing just over 1.8m tons of waste annually.

Vice President Business & Operations Development 2017-2021

BNA – Bobcat North America, LLC. (ORION WASTE SOLUTIONS) Midwest, Central and Southeastern US

Oversaw the M&A, Operations, and Governmental Affairs for a midsize waste and recycling collection company.

- Utility role on VP of Operations with staffing oversight, pricing revenues preparation, proforma's, contract extensions, CPI's, productivity, divisional and corporate budgetary oversight, and government liaison.
- Spearheaded the M&A development of new operations with a direct report to the CEO in an 8-state footprint.
- Oversaw the operations of the ORION 1 & 2 MRFs which included re-design and permitting processes.
- Interfaced with government officials to achieve corporate objectives for growth, sustainability, and profitability.
- Identified potential Mergers & Acquisitions, financial analysis, due diligence, & verified growth opportunities.
- Prepared and presented M&A candidates to financial PE groups and Board on both buy and sell side.
- Worked on successful merger of ORION through Raymond James to Lakeshore (LRS) and Coastal (CWR).

ORION Waste was the d/b/a for the BNA – Bobcat North America group of solid waste collection, hauling, and processing and recycling companies that provided service across 8 states out of 8 hauling locations, 2 MRF's, 2 Transfer Stations, and over 250 collection vehicles.

Business Operations Director 2012-2017

WCA – Waste Corporation of America, LLC. (Now it is GFL, INC.) Southeastern US

BD and Operations Director for waste collections, processing, and disposal contracts in the Southeastern US.

- Established and oversaw the M&A Business Development staff with a direct report to the Vice President.
- Identified new transportation/hauling contracts, performed due diligence, and analyzed growth opportunities.
- Oversaw new flag operations, facility locating, design/construction, and establishing transportation operations.
- Increased market share and revenue growth through new client onboarding for municipalities, developed pricing schedules, and proforma's, CPI initiatives, renewals, and KPI metrics that drove customer satisfaction.

WCA (acquired by GFL) is a regional solid waste collection company with a network of waste transfer and (MRFS) materials recovery facilities across the southeast that support multiple hauling companies and landfills.

Director - Business Development 2007 to 2012

Waste Pro of Florida, Inc. Southeastern US

Business development for a solid waste and recycling collections company servicing the Southeastern US.

- Crafted and presented oral and written presentations with strategic plans to state and local governing bodies.
- Consulted with local governments on improving waste collection and recycling processes.
- Established additional waste collection locations through new contracts or acquisition opportunities.
- Established over $200 million in annual revenue growth in adding governmental contracts in >5 years.

Waste Pro is a regional solid waste collection company with a network of waste transfer and (MRFS) materials recovery facilities across the southeast that support multiple hauling companies and landfills.

District Manager *WMI - Waste Management of Florida, Ft. Myers, Florida* 2006 to 2007

Responsible for $30+ million annual revenue waste & recycling collection and hauling company w/ multiple LOB's in a critical market area with a staff of 192 employees and 8 direct reports.

Previous Companies

Owner - *Dump-ALL, LLC* - *Alpharetta, GA* 2003 to 2005

- Owned and operated a waste transportation company in the Greater Metro Atlanta area which was acquired by Waste Pro in March 2005.

Owner – *AEC, Inc.* – *Roswell, GA.* 1998 to 2007

- Owned and operated a waste collection company in the North Atlanta area which was acquired by Waste Management in January 2000.
- Consulted to local governments and private entities on solid waste transfer stations, recycling recovery facilities, community drop-off locations, and solid waste and recycling equipment sales.

Municipal Experience

Manager - City of Roswell – Roswell, GA. 1990 to 1995
Solid Waste and Recycling manager for a municipality with 14,000 households and 850 commercial businesses. Curbside solid waste and recycling collection, and oversaw recycling collection facility.

Additional Experience

District Manager - *WMI - Waste Management of Georgia* – *Alpharetta, GA* 2000 to 2002

General Manager – *Tomahawk Recycling, Inc.* – Alpharetta, GA. 1995 to 1998

United States Army – *16th INF Ranger Battalion* 1985 to 1989

Education & Training & Instruction

M.A & B.A. Business Management - *Stratford University*
Head Instructor – *RBI/RMI/RU - School of Government* – Tampa, Florida – 2011 to 2021

Trade Organizations / Professional Groups

NWRA – *National Waste and Recycling Association – Legislative Committee and Member-At-Large*
SWANA – *Solid Waste Association of North America - Member*
RFT - *Recycle Florida Today – Past Chairman Legislative Committee*
APWA – *American Public Works Association – Past Florida Chapter Vice Chair*
Pinellas County Solid Waste WTE Board – *Member at large Committee*
Other – FLKAB, GAKAB, Sandy Springs KAB, GCKAB, Cape Coral Chamber, Horizons West Council, Ft. Myers Chamber, ALOC and PCKAB

Elected / Foundations / Professional Positions

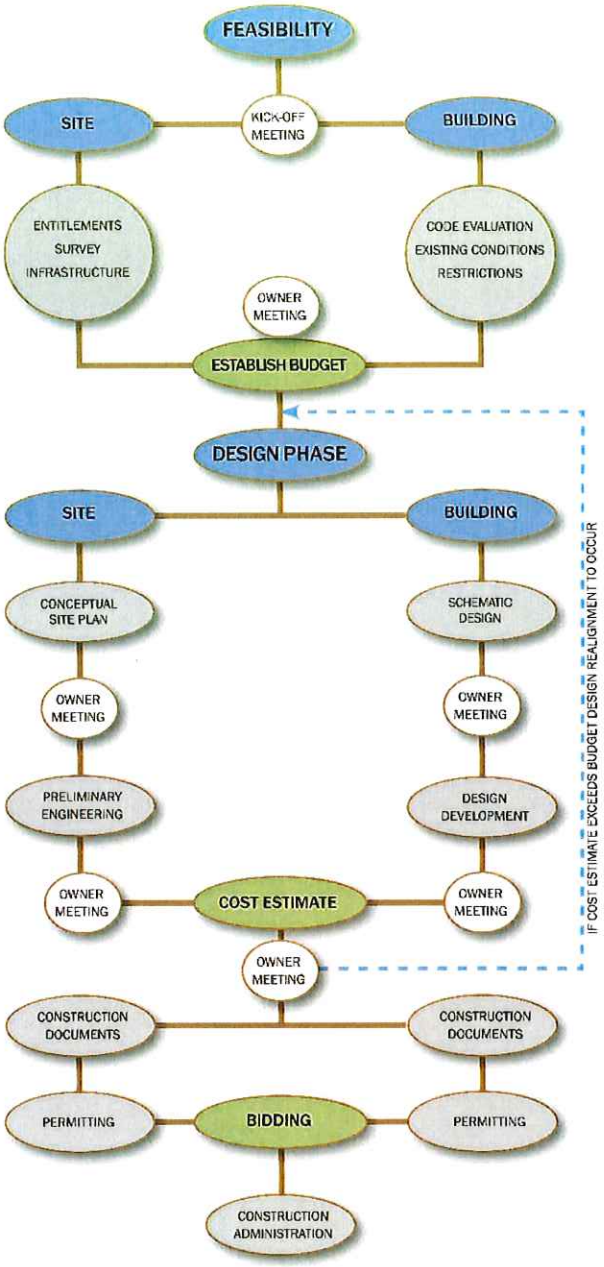
AllPRO Pastors, Inc. – *Board member*
Coach Speaks, Inc. – *Past Board member*
Florida League of Cities – *Legislative Committee member* – appointed by FLOC
Florida League of Mayors – *Member* – appointed by FBW
Florida Business Watch, Inc. – *Vice-Chair – Board of Directors*
Hillsborough County Diversity Advisory Council – Appointed by BOCC – *Past Board Member*
Horizon Council on Economic Development - *Member*
Manatee County Economic Development Council – *Member*
Previous Membership in: SWFL, Manasota, Suncoast, Alachua, Lake, and Palm Beach League of Cities,

SCOPE AND METHODOLOGY

- Methodology and approach for engineering services.
- Scope and level of service proposed.
- Organizational chart which identifies the project manager, key team leaders, support personnel, and reporting structure.

METHODOLOGY & APPROACH

CSC Design approaches all projects with the same general workflow and design strategy whether big or small. This strategy is graphically outlined on this page and depicts the steps that CSC Design takes in completing a successful project for all parties involved. With CSC Design's extensive knowledge in both construction and building ownership we realize that a successful project does not stop once a permit is issued. CSC Design is actively involved from the initial feasibility study through budgeting, design, cost estimating, and project construction.



Throughout the design process Owner meetings are established at key milestones for Owner review, feedback, and course correction. For public project this also allows for the Design team to present to and garner critical feedback from the public in whatever forum the Owner requires.

CSC has worked on many tight deadlines previously and understands the importance of staying on schedule to both the Owner and the integrity of the process holds throughout the entire life cycle of the project. CSC is committed to the County's schedule and will continue to communicate quickly and effectively with the County to stay abreast of any issues we may see arising.

FIRST STEPS

Our unique relationship between Civil and Architectural allows CSC Design to begin our projects by quickly analyzing a potential, or existing site, and identifying any risks or rewards that may exist. This analysis is a critical first step in that the site can have a drastic impact on the project budget, timeline, and true feasibility. By identifying and quantifying this element of design first CSC Design sets itself apart from other Design firms by establishing a strong project foundation. With the

added knowledge of waste transfer / recycling / industry best practices knowledge that G7 brings to the table we will be able to quickly deliver recommendations to the County once their needs are presented to us.

DESIGN

CSC's approach to the design focuses on the client's budget, timeline, and program. CSC Design is constantly checking all design decisions against these three core elements to ensure proper alignment. It is CSC's role to guide and inform our clients of design decisions, jurisdiction restrictions, and other internal and external factors that may impact the core project goals so all parties are informed and can make decisions in an informed manner.

SCOPE & LEVEL OF SERVICE

Each of our employees and consultants work closely with one another to invite collaboration and idea sharing. The company was founded with the belief that quality designs will create loyal and repeat clients. If a set of drawings is visually appealing but is lacking in the details necessary to assist the Contractor during the construction process, then they have not accomplished what the Owner engaged us for. If a set of drawings has all the necessary details for construction but is difficult to understand, then they have not accomplished what the Contractor needs. The product that CSC Design produces is a set of construction documents, either Civil or Architectural, that have all necessary information and are easy to understand. It is this balance that CSC Design believes creates a successful project.

As mentioned previously, our principles are never more than one level away from the project at all times and are currently up to date on the design, issues and consultants needs. All of these items are consistently communicated with the client on a regular basis. Communication is key in walking a project through completion with minimal issues and missed steps.

For this project, CSC Design understands that Lumpkin County is looking for (but not limited to) concept report preparation and validation, utility plans, preparation of displays for public meetings, surveys and mapping, preliminary construction plans, erosion control plans, structural plans, permit assistance, and final construction plans. Additionally, we understand that this project may include developing the scope of construction; development of concept, preliminary and final design documents; environmental documents; utility coordination and relocation plans; specifications and bid documents; contract administration.

With this in mind, CSC Design assembled a specific team in order to capture all needs of Lumpkin County to help minimize unexpected obstacles and to help the County understand their current condition and what is needed with anticipation of future growth, evolving technology, and resources.

DELIVERABLES

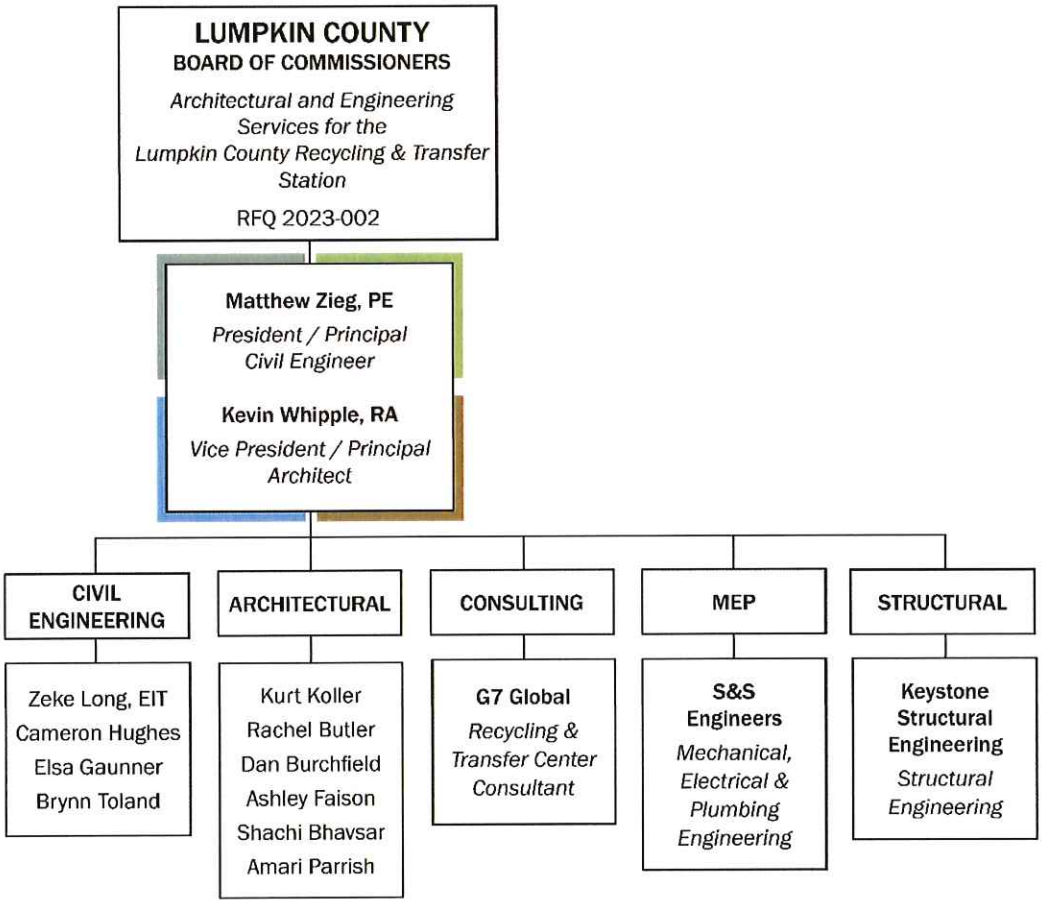
CSC Design has decades of experience managing municipal projects specifically from schematic design through bidding. Internally, we have designed a sound process that seamlessly moves projects throughout each phase while effectively communicating with all external agencies. Our methods are proven and ensure that each milestone is captured, approved by all appropriate parties, and prepared for the next stage of each project. So, whether your project is in the hands of the principals or interns, each phase has all the proper check points set up to assure success for our client and internal efficiencies.

The process developed by the leadership team here at CSC Design gives each project owner the feeling of a large corporately structured firm, but the ability to call and talk to the designers themselves when necessary.

PERSONNEL

CSC Design currently has 13 employees who work in our Canton, GA office. These employees range in skill from interns, drafters, project managers, to licensed professionals.

CSC Design has two active principals – Matthew Zieg, PE and Kevin Whipple, RA. Matthew is a licenses Civil Engineer in the State of Georgia (as well as North Dakota), and Kevin Whipple is a licensed Architect in the state of Georgia (and 8 additional states).



ABILITY TO COMPLETE THE PROJECT

- Statement of current workload and availability for providing services.
- Statement of the company's financial strength. (Please provide suitable documentation to establish financial stability. Acceptable documentation includes audited or reviewed financial statements, partnership or corporation tax returns, bank or financial institution commitments, or other verifiable information demonstrating financial stability.)
- Statement concerning any previous projects that the firm was unable to complete, unable to complete in a timely manner, or unable to complete as budgeted in the last ten years.
- Statement of any previous, existing, or pending litigation of the company.

WORKLOAD

CSC Design is currently working at approximately 80% capacity; however, over the next several weeks, many projects will close out. We anticipate our workload at the time of the Lumpkin County RFQ award, that will be running around a 75% capacity – leaving plenty of room to immediately begin the Lumpkin County recycling and transfer station project.

FINANCIAL STRENGTH

CSC Design has experienced exponancial year over year since its inception. With our client and quality focus, we have several repeat clients (both private and public) with the list continually growing. Below is a chart of our last 5 years gross revenue. Additional verifiable information is available upon request.

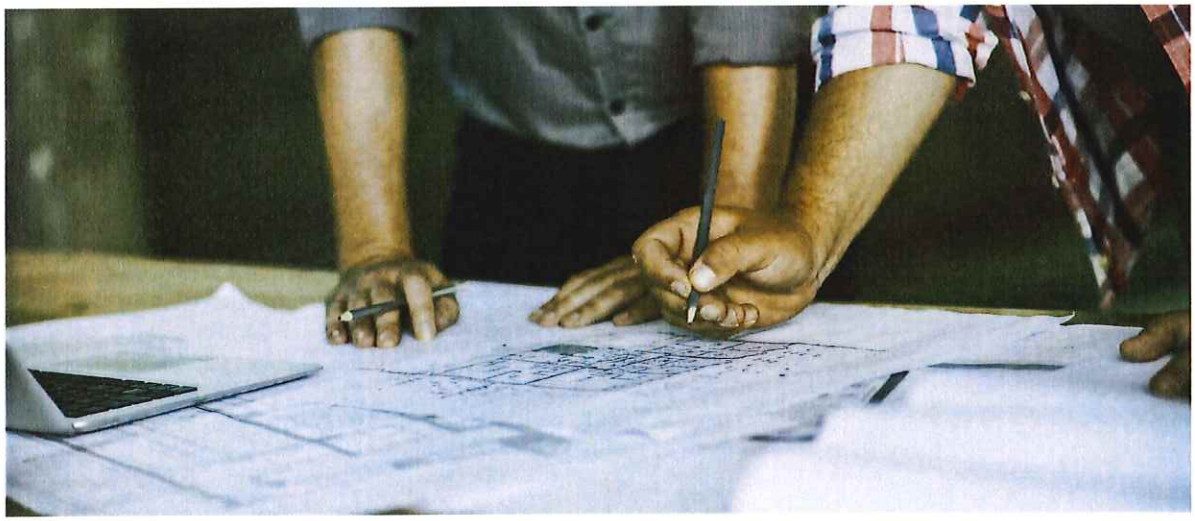
Year	Gross Revenue
2022	$1,905,502
2021	$1,378,898
2020	$1,151,182
2019	$889,130
2018	$325,128

PROJECT COMPLETION

In the last 10 years, CSC Design has not had an instance where we were unable to complete a job. Project timelines and budgets have been adjusted throughout various projects, but not without communication and understanding circumstances from the client.

LITIGATION

CSC Design has never, or has currently, any litigations brought forth towards them.



BUDGET AND FEES

- Rate Schedule for Design and Construction Administration Services.
- Other information regarding firm's approach to establishing project cost.

Architectural & Civil Engineering Rates

Principal	$200/hour
Project Manager	$150/hour
Project Engineer/Architect	$100/hour
CADD Technician	$85/hour

Structural Engineering Rates

Principal	$175/hour
Design Engineer	$140/hour

MEP Engineering Rates

Principal	$200/hour
Project Manager	$175/hour
CADD Technician	$90/hour

G7 Consulting

Professional	$180/hour

NOTES:

1. Reimbursable expenses are limited to printing, reproductions, travel, and lodging. All reimbursable expenses will be invoiced at cost.
2. Following completion and approval of conceptual scope, CSC Design will provide the County with a lump sum fee for the remaining design of scopes.

AGREEMENT FOR ENGINEERING SERVICES
FOR THE
LUMPKIN COUNTY RECYCLING AND TRANSFER STATION

This Agreement is made and entered into this 20th day of June, 2023, by and between the **Lumpkin County Board of Commissioners** (COUNTY), and **CSC Design, Inc.,** (ENGINEER) for the PROJECT referred to as: **Lumpkin County Recycling and Transfer Station.**

WITNESSETH:

WHEREAS, the COUNTY has a need for engineering services in connection with said project, which includes the modification and/or development of a recycling center to be used with the current Lumpkin County transfer station; and

WHEREAS, ENGINEER submitted a response to the COUNTY'S request for qualifications and the COUNTY selected the ENGINEER to perform the necessary engineering services in connection with said project;

NOW, THEREFORE, for and in consideration of the covenants and promises to be carried out by each party herein, it is agreed by and between the parties that the COUNTY shall and does hereby employ said ENGINEER to provide certain engineering services as follows:

ITEM A - ENGINEER'S SERVICES

The specific services which the ENGINEER agrees to furnish for the PROJECT are as follows:

Concept report preparation and validation, utility plans, preparation of displays for public meetings, surveys and mapping, preliminary construction plans, erosion control plans, structural plans, permit assistance, and final construction plans.

The project may include developing the scope of construction; development of concept, preliminary, and final design documents; environmental documents; utility coordination and relocation plans; specifications and bid documents; and contract administration.

ITEM B – TERMS AND CONDITIONS OF AGREEMENT

The parties hereto do mutually agree as follows:

1. Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Georgia. If dispute arises out of or relates to this Agreement, or the breach thereof, and the dispute is not resolved through mediation, the parties agree that venue for any litigation will be in the courts of Lumpkin County, Georgia and the parties hereby waive any right to initiate any action in, or remove any action to, any other jurisdiction.

2. Engagement. The COUNTY hereby engages the ENGINEER and the ENGINEER hereby agrees to perform the professional services set forth in Item A.

3. Time of Performance. The ENGINEER will commence work within ten (10) calendar days after (1) the date of execution of this Agreement and (2) receiving written Notice to Proceed from the COUNTY. The ENGINEER shall coordinate all work with the COUNTY'S Special Projects Director, Ashley Peck, who may be reached at 706-482-2550 or Ashley.peck@lumpkincounty.gov. The ENGINEER shall work with the COUNTY'S Special Projects Director to develop a timeline acceptable to the COUNTY.

4. Compensation. ENGINEER agrees to perform the Services, and the COUNTY agrees to compensate the ENGINEER for same as follows:

    a. The COUNTY shall compensate the ENGINEER according to the charges, amounts and terms set forth in Exhibit A.
    b. Statements. The ENGINEER shall submit monthly statements for acceptable, completed work, based on the project effort and expenses charged through the last day of its fiscal month during the PROJECT duration.
    c. Payments. The COUNTY shall make monthly payments for completed work within 30 days of receipt of the monthly statement.

5. Termination. This Agreement may be terminated prior to completion of the PROJECT as follows:

    a. Termination for Cause. If, through any cause, the ENGINEER shall fail to fulfill in a timely and proper manner any material obligations under this Agreement, or if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement, the COUNTY shall thereupon give written notice to the ENGINEER of such failure, violation or breach. If ENGINEER has not or cannot remedy such failure, violation or breach within ten (10) calendar days of the giving of such notice by the COUNTY, the COUNTY shall thereupon have the right to terminate this Agreement by giving written notice to the ENGINEER of such termination and specifying the effective date thereof.

    b. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written consent of the parties, the effective date to be agreed upon by the parties. If this Agreement is terminated by mutual consent, and ENGINEER timely provides all required documentation of SERVICES performed prior to termination to the COUNTY, ENGINEER shall be paid for all such Services within thirty (30) days of the effective date of termination.

    c. Termination for Convenience. Notwithstanding anything to the contrary contained herein, the COUNTY may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving sixty (60) days written notice to the ENGINEER.

6. Force Majeure. Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, or natural catastrophe. Delay or failure to perform is excused only during continuance of such force majeure and the affected party will provide written notice of such force majeure and act diligently to remove or eliminate the force majeure.

7. Suspension of Services. If the PROJECT or ENGINEER'S Services are suspended for any reason other than the fault of ENGINEER for more than thirty (30) calendar days in the aggregate, ENGINEER may be compensated for services performed prior to the suspension. In addition, there shall be an adjustment in the PROJECT schedule based on the delay caused by the suspension.

8. ENGINEER'S Responsibilities. The ENGINEER represents that it has or will secure, at its own expense, all necessary qualified personnel to perform the Services under this Agreement. ENGINEER represents that it has access to the experience and capability necessary to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures for such Services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. All of the Services required hereunder will be performed by the ENGINEER or under its supervision and all personnel engaged in the

Services shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services.

In performing the Services and receiving compensation under this Agreement, ENGINEER shall operate as an independent contractor and shall not act as or be an employee of the COUNTY.

The SERVICES performed by ENGINEER shall be subject to the inspection and review of the COUNTY at all times but such inspection and review shall not relieve ENGINEER from its responsibility for the proper performance of the Services.

9. County Responsibilities. The COUNTY shall provide to ENGINEER an outline of the requirements of the PROJECT, including the PROJECT time constraints. The COUNTY will make available to the ENGINEER relevant information or data pertinent to the PROJECT which is in the COUNTY's possession. The ENGINEER must independently check and / or verify all such information as it relates to the SERVICES provided.

10. Reports, Audits & Confidentiality. The ENGINEER, at such times and in such forms as the COUNTY may require, shall furnish the COUNTY such periodic reports as it may request pertaining to the SERVICES performed pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Agreement. These records will be made available for audit purposes to the COUNTY or its authorized representative and will be retained for three years after the expiration or termination of this Agreement. All of the reports, information, data, etc. prepared or assembled by ENGINEER under this Agreement are confidential and the ENGINEER agrees that they shall not be made available to any individual or organization without the prior written approval of the COUNTY.

11. Ownership of Documents. All documents prepared or furnished by ENGINEER pursuant to this Agreement will be owned by the COUNTY. Documents are defined as reports, drawings, specifications, record drawings, plats, and other deliverables defined in the services, whether in printed or electronic format.

12. Third Party Reliance Upon Documents. ENGINEER'S performance of the services, as set forth in this Agreement, is intended solely and exclusively for the benefit and use of the COUNTY. No other person or entity may claim under this Agreement as a third-party beneficiary, unless otherwise required by law, court order, or for use in connection with legal or administrative proceedings, mediation or arbitration. No third party may rely upon ENGINEER'S documents unless ENGINEER has agreed to such reliance in advance and in writing.

13. Use of Electronic Media. Copies of documents that may be utilized by the COUNTY may be printed copies (also known as hard copies) or electronic copies that are signed or sealed by ENGINEER. Construction Drawings shall be signed and sealed in accordance with the Rules and Regulations of the State of Georgia Administrative Code. Files in electronic formats, or other types of information furnished by ENGINEER to the COUNTY such as text, data, or graphics, are only for convenience of the COUNTY. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

14. Assignability. This Agreement shall not be assigned or transferred by either the ENGINEER or the COUNTY without the prior written consent of the other.

15. Insurance. Before any SERVICES are provided under this Agreement, ENGINEER shall procure and maintain at a minimum the following insurance coverage and limits during the life of the Agreement:

a. Statutory Workers Compensation Insurance: a minimum of $500,000 or greater amount if required by Georgia law.

b. Commercial General Liability Insurance: coverage for personal and bodily injury, including death, and property damage in the amount of not less than $1,000,000 per occurrence and not less than $2,000,000 in the aggregate.

c. Automobile Liability Insurance: for bodily injury, including death, and property damage for all owned, hired and non-owned automobiles in the minimum amount of $1,000,000 per occurrence.

d. Professional Liability Insurance: of $1,000,000 per claim and $2,000,000 in the aggregate.

e. Certificates: Upon request, ENGINEER shall provide certificates of insurance evidencing coverage required above. Each certificate shall provide that the coverage therein afforded shall not be cancelled except with thirty (30) days prior written notice to the COUNTY.

16. Indemnification. ENGINEER shall indemnify and hold the COUNTY harmless from and against judgments, losses, costs, expenses, and damages to the extent caused by the negligent acts or omissions of ENGINEER in the performance of professional services pursuant to this AGREEMENT.

17. Standard of Care. ENGINEER will employ the degree of care and skill ordinarily exercised by engineers practicing in the same or similar locale as the project, on projects of a similar scope and nature.

18. Dispute Resolution. The COUNTY and the ENGINEER agree to resolve through negotiation or mediation prior to filing any cause of action.

19. Notices. Any notice, order, instruction, claim, or other written communication required or permitted under this contract shall be deemed to have been delivered or received:

    a. Upon personal delivery to the ENGINEER, which delivery may be accomplished by in person hand delivery or via bona fide overnight express service; or

    b. Three (3) days after depositing in the United States mail a letter which is either certified or registered, with return receipt requested, addressed to the ENGINEER at the following address:

    CSC Design, Inc.
    Attn: Matthew Zieg, President
    135 P Rickman Industrial Dr., Ste 100
    Canton, GA 30115

    and to Lumpkin County at the following address:

    Lumpkin County Board of Commissioners
    Attn: Alan Ours, County Manager
    99 Courthouse Hill, Ste H
    Dahlonega, Georgia 30533

20. Successors. This Agreement shall inure to the benefit or and be binding upon the successors of the parties.

21. Waiver. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The

waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

22. Section Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

23. Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

24. Entire Agreement. This Agreement (and its attached Exhibits) constitutes and contains the entire, integrated agreement of the parties, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties, respecting the subject matter of this Agreement. This Agreement may be amended only in writing, and signed by an authorized agent of each party.

25. Authority & Understanding. The individual executing this Agreement on behalf of a corporation or other entity warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation or other entity that the individual represents. By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof.

IN WITNESS WHEREOF, the ENGINEER and the COUNTY have executed this Agreement as of the date written below.

Lumpkin County:

By:

_____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

_____
Melissa Z. Witcher
Lumpkin County Clerk

Engineer:

CSC Design, Inc.
By:

_____
Matthew Zieg, P.E.
Title: President

EXHIBIT 'A'

BUDGET AND FEES

- Rate Schedule far Design and Construction Administration Services.
- Other mformation regarding firm·s approach to establishing proJect cost.

Architectural & Civil Engineering Rates

Principal	$200/hour
Project Manager	$150/hour
Project Engineer/Architect	$100/hour
CADD Technician	$85/hour

Structural Engineering Rates

Principal	$175/hour
Design Engineer	$140/hour

MEP Engineering Rates

Principal	$200/hour
Project Manager	$175/hour
CADD Technician	$90/hour

G7 Consulting

Professiona l	$180/ho ur

NOTES:

1. Reimbursable expenses are limited to printing, reproductions, travel, and lodging. All reimbursable expenses will be invoiced at cost.
2. Following completion and approval of conceptual scope, CSC Design will provide the County with a lump sum fee for the remaining design of scopes.

Lumpkin County, Georgia

Parks & Recreation

Date:	June 20, 2023
Agenda Item:	2023-072 United Futbol Academy Soccer *(Park & Rec Manager Joseph Daugherty)*
Item Description:	This is a request for a renewal of the UFA Field Use Agreement for Soccer Programming.
Facts & Historical Information:	Lumpkin County Parks & Recreation (LCPR) has leased our fields under a use agreement with UFA since 2014 for the purpose of providing youth soccer programming. UFA currently partners with Dawson County, Pickens County, Fannin County, and Towns County. This agreement will allow us to continue playing soccer with these counties while allocating our resources to focus on other sports during the Spring and Fall soccer seasons.
Potential Courses Of Action:	A. Approve the field use agreement with UFA. B. Provide soccer programming in-house. C. Seek another soccer association to partner with. D. Choose to not offer soccer programming.
Budget Impact:	1. (UFA) – County receives $5 per registered player and projects 500 registered players for 2023-24 year which would be $2,500 in revenue. No direct expense. 2. (In-House) – We would need to increase staff resources, purchase start-up equipment, supplies, and uniforms, and manage referees. **Projected expense:** - Start-up equipment and Supplies -$10,000 - Referees - $15,000 - Uniforms - $15,000 - Staff - $20,000 - Annual equipment and supplies - $5,000 **Projected Revenue:** $50,000
Staff Recommendation:	Staff recommends approving field use agreement with UFA.

LUMPKIN COUNTY PARK & RECREATION
2023 - 2024 Activity Period
TERMS OF FIELD USE AGREEMENT WITH UNITED FUTBOL ACADEMY

This field use agreement has been entered into as of June 1, 2023, between Lumpkin County ('County') and United Futbol Academy ('UFA'), for the purpose of leasing fields for soccer programming in Lumpkin County, Georgia, acting on behalf of United Futbol Academy and their designated representatives, coaches and directors agrees to abide by all terms of this agreement as well as the rules and ordinances set forth by Lumpkin County Parks and Recreation (LCPR) and their partners who might provide access to fields or facilities.

This agreement shall be in force commencing as of an effective date of June 1, 2023, through May 31, 2024, unless terminated in accordance #25 and #26 as stated below.

County and UFA agree to abide by the following additional terms and conditions:

1. UFA agrees to maintain liability insurance and add LCPR and Lumpkin County as an additional insured, providing a copy of such within 30 days of this binding agreement. Failure to provide a copy of the policy to Lumpkin County shall constitute a breach of contract; a "notice of coverage" is not satisfactory, a full and complete copy of the policy is required.

2. UFA agrees to provide all equipment, uniforms, officials and coaches necessary for the operation of a successful recreational, academy and select soccer program in Lumpkin County.

3. UFA agrees to create and provide all flyers, posters, registration documents, and media related material for the purpose of communicating all aspects of necessary information to the Lumpkin County soccer community.

4. UFA agrees to conduct on-line registration for the purpose of registering participants in Lumpkin County. UFA further agrees to coordinate registration dates, times and locations with the LCPR Program Coordinator and staff for the purpose of scheduling facilities and properly communicating information to staff.

5. UFA agrees to provide an open and accessible channel of communication for all Lumpkin County participants including but not limited to email notifications, updated website information, flyers, bulletins, etc. UFA further agrees to communicate the same information to LCPR via the Athletic Coordinator and Program Coordinator.

6. It is the responsibility of UFA to administer background checks for all coaches, volunteers, directors, and trainers working on behalf of UFA and in Lumpkin County facilities. Anyone

convicted of crimes against persons, drug distribution or trafficking or forcible felonies shall not be permitted to work with children in Lumpkin County. In the event of a questionable situation or violation, LCPR reserves the right to have the final decision in all matters.

7. It is the responsibility of UFA to schedule all practices, games, clinics and trainings and to adequately and properly disseminate all information in a timely manner, not less than 2 weeks prior to the scheduled activity. UFA further agrees to simultaneously provide the LCPR Athletic Coordinator with the same information.

8. It is the responsibility of UFA to train, schedule, communicate with and pay officials in accordance with their policies.

9. UFA agrees to keep all soccer facilities and fields clean, neat and free of debris during all scheduled activities. UFA is not responsible for any community use.

10. UFA is responsible for the proper set up, maintenance, storage and removal of soccer related equipment including but not limited to goals, nets, sand bags, balls, flags and cones. LCPR will provide outdoor space for storage of soccer goals and indoor storage space for small equipment.

11. UFA agrees to limit field use to prearranged and designated times. UFA further agrees to adhere to any decision by LCPR to close fields.

12. UFA agrees to coordinate field design and lay out with the Athletic Coordinator. Once space is agreed upon by both parties, UFA agrees to provide a diagram of the field layout for the purpose of disseminating information as well as field design, layout and striping by lesser.

13. LCPR will provide paint and labor necessary to stripe/paint all soccer fields in accordance with the agreed upon layout.

14. UFA agrees to have a representative accessible during all UFA sponsored activities, practices, games and events. The representative shall be recognizable and accessible to the soccer participants and properly communicate and disseminate information.

15. UFA agrees to meet with the LCPR Athletic Coordinator monthly (either in person or via a conference call) for the purpose of discussing issues, planning and disseminating information necessary for the successful operation of soccer programs in Lumpkin County.

16. UFA agrees to limit rosters and participation in Lumpkin County leagues to no more than 20% non-Lumpkin residents. UFA and LCPR agree to negotiate this issue in the event Lumpkin County resident participation numbers are not sufficient to support this distribution in certain levels or age groups.

17. UFA agrees to maintain the registration fee structure for soccer programming in Lumpkin County at the same rate for other counties in the UFA Mountains area. The fees do not include associated tournament entry fees. Late registration fees shall be an additional $20 and out of county players will pay an additional $30.

18. UFA agrees to abide by and enforce all LCPR rules, ordinances and zero tolerance policies as they relate to park property and activities. Including, but not limited to policies relating to emergencies, weather, spectator and participant behavior, and field maintenance schedules and closures.

19. County will not be held liable for the damage or loss of property of UFA.

20. UFA will be permitted to utilize any equipment, which is the property of LCPR until such time as it is rendered no longer usable. UFA agrees to provide all additional equipment necessary for the operation of its programs and activities.

21. UFA must include Lumpkin County and LCPR in its "hold harmless" agreement on all registration forms, both electronic and hard copy.

22. Each season, UFA agrees to provide LCPR copies of all rosters, both recreational and academy, within 2 weeks of teams being set for the season. Rosters must include coaches and participants first and last name, full address, age, phone number, email address, date of birth, gender and team/league information.

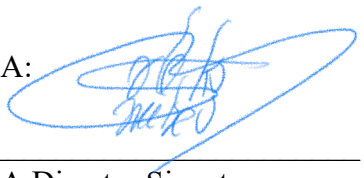
23. Effective upon signing, UFA agrees to pay LCPR a field usage fee of $5 for registered players in their Lumpkin County program or who may be utilizing Lumpkin County facilities. Payment is due when rosters are submitted or no more than 2 weeks from the date teams are set for the season.

24. During the length of this agreement, County agrees UFA shall have priority usage of Lumpkin County Park and Recreation soccer facilities. This agreement does not prevent LCPR from having the ability to rent or use soccer fields for special events, tournaments, or free and open play for Lumpkin County residents, or to rent field space to other teams when not in use by UFA.

25. LCPR reserves the right to terminate this agreement, with 30 days written notice, for any violations in the terms of this agreement, rules, park ordinances or un-reconciled issues arising as a result of this agreement. In the event written notice of termination is given, UFA will be afforded field privileges through the end of the current regular spring or fall season schedule.

26. UFA shall be responsible for all claims, damages, losses and expenses incurred by County arising out of or resulting from UFA's failure to comply with the terms of this Agreement.

UFA:



_____ Date June 7, 2023

UFA Director Signature

Printed Name: S. Deo Moleko

County:

_____ Date _____

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Lumpkin County, Georgia

Parks & Recreation

Date:	June 20, 2023
Agenda Item:	2023-073 UNG Facilities Use Agreement for 2023 8U Baseball State Championship - **Ratify** *(Park & Rec Manager Joseph Daugherty)*
Item Description:	Request to Ratify UNG Facilities Use Agreement for 2023 8U Baseball State Championship.
Facts & Historical Information:	Lumpkin County Parks & Recreation had the opportunity to host an 8U Baseball tournament using one of UNG's artificial turf fields. In order to do so, UNG requested the attached facilities use agreement be signed by the Board of Commissioners. The recommendation of the Parks and Rec Advisory Board was to proceed with the agreement; the agreement was also reviewed by the county attorney. Due to time constraints, the agreement was signed, pending ratification, by the Board of Commissioners.
Potential Courses Of Action:	A. Ratify the contract with UNG. B. Choose not to ratify the contract.
Budget Impact:	There is no cost to use UNG's facility.
Staff Recommendation:	Course of Action A.

UNG | UNIVERSITY of NORTH GEORGIA™

OFFICE OF PROFESSIONAL AND CONTINUING EDUCATION

License/Facilities Use Agreement

This License/Facilities Use Agreement (Agreement) is between the Board of Regents of the University System of Georgia, on behalf of University of North Georgia, a unit of the University System of Georgia (Owner) and Lumpkin County Parks and Recreation (Permit Holder). The University of North Georgia is pleased that you have contacted us to host your event. Lee Glenn, Senior Associate Athletic Director will serve as your primary contact and can be reached at 706-867-3250 or by e-mail at Lee.Glenn@ung.edu.

Permit Holder: Lumpkin County Parks & Recreation

Permit Holder Physical Address: 365 Riley Road Dahlonega, GA 30533

Permit Holder Billing Address: 365 Riley Road Dahlonega, GA 30533

Permit Holder Contact Person: Joseph Daugherty

Cell Number/Email: 706-867-5378 / joseph.daugherty@lumpkincounty.gov

Alternate Contact Person/Cell Number: Mitchell Rich / 706-300-1141

Name of Event: 8U State All Star State Championship

Date/Time of Event: June 20 – 23, 2023

Estimated Number of Attendees: 250

Does this Event Involve Minors: Yes

Set-up/Clean-up times: UNG will take care of this.

Area/Room Reserved: Haines & Carolyn Hill Stadium at Lynn Cottrell Park

Special Needs of Permit Holder: NA

UNG Personnel Services Required: UNG will run all facilities, game operations and concessions.

Equipment: NA

Facilities: Haines & Carolyn Hill Stadium at Lynn Cottrell Park

Agreement may be canceled by Permit Holder up to 2 weeks prior to the event. The deposit is non-refundable. If Permit Holder cancels within 2 weeks of event start date, Permit Holder is responsible for payment in full for the event.

Owner may not be able to accommodate additional Permit Holder requests that are not included in Agreement after execution of this document. Additional requests, if able to be accommodated by Owner, will incur additional fees. Owner encourages thorough planning by Permit Holder ahead of time.

Permit Holder is restricted to use only those facilities outlined in Agreement. Owner reserves the right to substitute comparable facilities if deemed necessary by Owner.

Indemnification Clause: Permit Holder indemnifies and holds harmless the Owner, the Institution and the State of Georgia and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from this Agreement or any act or omission on the part of the Permit Holder, its invitees, agents, employees or others working or enjoying the Licensed Premises on behalf of the Permit Holder, or due to any breach of this Agreement by the Permit Holder, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Permit Holder. This indemnification obligation survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Permit Holder. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the “Funds”) established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter “DOAS”) the Permit Holder shall reimburse the Funds for such monies paid out by the Funds.

Insurance: Permit Holder shall, at its own cost and expense, obtain and maintain Commercial General Liability Insurance (2013 ISO Occurrence Form or equivalent) not inconsistent with the policies and requirements of O.C.G.A. § 50-21-37, which shall include, but not be limited to, coverage for personal and advertising and contractual liability. The Commercial General Liability Insurance shall provide the following limits:

Coverage	*Limit*
Personal Injury and Advertising	$1,000,000 per Occurrence
Contractual	$1,000,000 per Occurrence
Damage to Rented Premises	$1,000,000 per Occurrence
General Aggregate	$2,000,000

Permit Holder shall also provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability (CGL) coverage with minimum limits of $2,000,000 per occurrence. The policies cover the period of Permit Holder’s occupancy and use of the premises, such insurance to be obtained from an insurance company legally licensed and authorized to transact business in the State of Georgia, and name *“the officers, agents and employees of University of North Georgia and the Board of Regents”* as additional insureds, but only with respect to claims that are not covered by the Georgia Tort Claims Act (O.C.G.A. Section 50-21-20 et seq.).

Permit Holder shall furnish Owner with a copy of Certificate of Insurance at least thirty working days prior to occupancy and use of the premises, and said policy shall have a clause showing that the insurance is in force and non-cancelable prior to the occupancy and use of the premises by the Permit Holder. Permit Holder’s failure to obtain and furnish evidence of the required insurance shall constitute default of this Agreement.

At times campus premises or facilities may be closed due to unforeseen circumstances such as those related to public health, fire, severe weather predictions, or other circumstances that cause Owner to determine in its sole discretion that it cannot ensure the safety of persons and/or property at certain premises. In these instances, all activities scheduled to be held on a particular campus or facility that is closed are cancelled, including facility use by Permit Holder. In these cases, any deposit received by Owner will be refunded. Owner will not be liable to Permit Holder for any damages or losses as a result of such cancellation.

The terms and conditions contained in **Exhibit A General Provisions, Exhibit B Programs Serving Minors, Exhibit C Public Health and Safety Provisions, and Exhibit D Lodging Accommodations** and attached hereto are wholly incorporated into this Agreement and expressly understood and mutually agreed upon by Owner and Permit Holder.

This agreement made by Owner and Permit Holder, executed through UNG Division of Professional and Continuing Education on behalf of Owner, is binding on both parties and constitutes the full complete understanding thereof. Additional agreements, oral or otherwise, must be written and signed by both parties in order to be binding.

Contract terms expire in thirty (30) days without signature and return.

RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE

I, as the parent, guardian, caretaker or coach of the participant in the Program, wish for my child to participate in the Program. In consideration of the services to be rendered by the University in organizing and operating the Program and in consideration of my child's participation in the Program, I hereby agree to the following:

I understand activities for the Program may include, but are not limited to, the following: travel to, from, and during the Program (by car, bus, or walking); sports-related and other physical activities (e.g. running, hiking, swimming, water sports, etc.); physical exertion such as lifting or moving heavy objects; spending extended periods of time outdoors being exposed to the elements (e.g. sun, wind, rain, insects, other environmental allergens, etc.); indoor activities (e.g. basketball or volleyball) and consumption of food and/or beverage.

I understand that certain risks are inherent in participation in the Program. These risks may include, but are not limited to, such things as incidents related to sports-related activities, including sprains, broken bones, cuts, bruises, entrapment, temporary or permanent disability, and/or death; transportation; driver error; adverse weather conditions; theft of personal property or other criminal activity; allergic reactions to food and drink items, insects, and other environmental allergens; exposure to contagious diseases; other physical, mental, and emotional injury; and other risks and dangers, whether known or unknown or reasonably foreseeable.

I understand and agree that the University does not provide insurance to cover medical expenses for injuries that may be sustained by my child or for damage to my child's personal property, and that the University strongly recommends that I carry my own health, medical, and property insurance for purposes of potential losses related to the Program.

In the event of an accident or serious illness, I hereby authorize representatives of the University to obtain medical treatment and transport for my child on my behalf. I hereby hold harmless and agree to indemnify the University from any claims, causes of action, damages, and/or liabilities arising out of or resulting from the medical treatment or transport. I further agree to accept full responsibility for any and all expenses, including medical expenses, which may derive from any injuries to my child that may occur during my child's participation in the Program.

I understand that my child's participation in the Program is entirely voluntary. I fully understand the scope of the activities and the potential risks involved in the Program. I hereby acknowledge that my child's participation in the Program involves an inherent risk of property damage and/or bodily or personal injury, including death, and I assume all risks. I hereby agree that for the sole consideration of the University allowing my child to participate in the Program, I do hereby release and forever discharge the State of Georgia, the Board of Regents of the University System of Georgia ("BOR"), the University, its departments, agencies and instrumentalities and all of their respective officers, members, employees, and agents, or any of their members individually of any and from all claims, demands, rights, and causes of

action of whatever kind or nature, arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, resulting from my child's participation in or in any way connected with the Program. I hereby acknowledge that this Release, Waiver of Liability, and Covenant Not to Sue ("Release") shall be governed by and construed under the laws of the State of Georgia. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I further covenant and agree that for the consideration stated above, I will not sue the University, the BOR, or any of their respective members, officers, agents, or employees for any claim for damages arising or growing out of any voluntary participation in the Program. I understand that the acceptance of this Release by the University and the BOR shall not constitute a waiver in whole or in part, of sovereign or official immunity by the University or the BOR or their respective members, officers, agents, and employees. This release shall be binding upon me and my heirs, legal representatives, and assigns.

I have read this entire Release, Waiver of Liability, and Covenant Not to Sue, I fully understand it, and I agree to be bound by it.

Permit Holder	**University of North Georgia (Owner)**
Signature:_____	Signature:_____
Date:_____	Date:_____
Name:_____	Name:_____
Title: _____	Title: _____

Exhibit A
General Provisions

1. Licensed Premises. Permit Holder accepts facilities provided by Owner "as is, where is, and with all faults." Permit Holder will be responsible for simple housekeeping of the areas that they occupy. All facilities used shall be left in a condition acceptable to the Owner. Permit Holder shall reimburse Owner for any such damage or injury caused by Permit Holder, its employees, agents, or any other person admitted to the premises by Permit Holder, its agents, or employees.
2. Failure to Pay. Permit Holder agrees that if it fails to pay the charges or any part thereof in accordance with Agreement, or if Permit Holder violates any other provision of Agreement, all remaining obligations of Owner under Agreement shall, at the option of Owner, cease and be terminated upon written notice to Permit Holder.
3. Food and Beverage. Permit Holder is prohibited from bringing food/beverages onto Owner premises. Owner contracted catering services will be happy to provide refreshments and meals for your event. If catering/food services/concessions are required, Permit Holder should contact catering service directly and will enter into a separate agreement with caterer for food services. Caterer contact is: Aramark Catering, 706-864-1765 or aramarkcatering@ung.edu
4. Event Staffing. Permit Holder shall provide all necessary personnel and labor in order to hold their event, including ticket sellers, security, custodial staff, A/V technicians, and grounds clean-up crew. Some staff must be procured through Owner, such as security and building attendant, while other staff may be procured outside of UNG. If such staff is procured through Owner, such staff shall nevertheless be employees of Permit Holder and not Owner, and shall be paid by Permit Holder.
5. Advertising. No print or electronic advertisement, social media post or other public statement should include the Owner's name or logo in connection with any non-university organization, business, or person in any manner that implies that Owner supports, approves, or endorses any product, service, interest, position or ideology of that organization, business or person. The Owner's name and address may only be used as a reference for event location. All promotional materials must be approved by the Director of Professional and Continuing Education prior to production and distribution. Failure to comply with this provision shall be considered automatic grounds for termination of Agreement by Owner.
6. Owner Access. Owner shall have access to the premises at all times during which Permit Holder is permitted to occupy, use, and enjoy the premises as outlined above.
7. Owner's Right to Remove. Owner reserves the right to remove any objectionable person or persons from the premises and Permit Holder expressly waives any right to damages for such removal.
8. Permit Holder Property Liability. All property brought onto the premises by Permit Holder, its members, participants, and invitees, shall be at the sole risk of Permit Holder. Owner shall not be responsible for such property nor liable for any damages or injury to Permit Holder, its members, participants, invitees, agents, or employees.
9. No Alterations or Improvements. Permit Holder shall make no alterations in or additions to Owner premises.
10. Parking. Permit Holder understands and agrees that parking facilities adjacent to or near the premises are limited. Event staff and participants may not park in faculty/staff spaces.
11. Alcohol Policy. Alcohol consumption or sales is prohibited on all Owner premises and properties unless prior written approval is granted and incorporated herein.
12. Tobacco Policy. The use of all forms of tobacco products on property owned, leased, rented, in the possession of, or in any way used by the University System of Georgia or its affiliates is expressly prohibited. "Tobacco Products" is defined as cigarettes, cigars, pipes, all forms of smokeless tobacco, clove cigarettes, and any other smoking devices that use tobacco such as hookahs or simulate the use of tobacco such as electronic cigarettes.
13. Compliance With Programs Serving Minors Policy. Permit Holders that operate events that provide for the care, custody, or control of minors shall take precautions to assure the safety and well-being of minors and Owner's property and release Owner from any liability in conjunction with the use of the facility. Owner has made available a copy of such policy and compliance provisions at https://ung.edu/programs-serving-nonenrolled-minors. At any time, Owner may request, and must be promptly provided with, copies of all pre-screening and training verification.
14. Compliance With Fire Safety Standards. In accordance with accepted standards for fire safety, Permit Holder agrees to ensure that all exits are unlocked and that access thereto is free from all obstructions at all times during occupancy. If applicable, Permit Holder further agrees to ensure that all aisles will be kept clear, that no seating in the aisles will be permitted and that every exit light is burning at all times during the Event(s). Permit Holder shall not obstruct any sidewalks, entries, passages, vestibules, hallways, elevators, doors, skylights, stairways, hallways, corridors, passageways, radiators, house lighting attachments and all openings or ways of access to public utilities of the premises.
15. Compliance with All Applicable Laws, Rules, and Regulations. Permit Holder agrees that every member connected with Event shall abide by and comply with all laws, rules, and regulations of the United States, State of Georgia, and Local Government.
16. Assignment. Use and occupancy of Owner premises cannot be assigned by Permit Holder to any other organization, person, or other entity, unless written permission is provided by Owner.
17. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

Exhibit B
Programs Serving Minors

1. Institutional Policy. If Permit Holder operates a program or activity that provides for the care, custody, or control of minors, Permit Holder shall be governed by and comply with all requirements of Owner's policy on programs serving minors. Such requirements include but are not necessarily limited to those listed below. A copy of Owner's policy and compliance provisions can be found at https://ung.edu/programs-serving-nonenrolled-minors.
2. Duty of Care. Permit Holder shall operate such Event in a reasonably safe manner.
3. Forms. Permit Holder shall use all appropriate forms related the operation of the Event, which may include but are not necessarily limited to parental consent forms, participant conduct agreement forms, medical information and release forms, medical authorization treatment forms, medical authorization to administer medication forms, media release, pickup authorization forms and others.
4. Criminal Background Checks. Permit Holder shall properly screen and conduct criminal history background checks, including the National Sex Offender Registry, on all employees, volunteers, counselors, chaperones and others who are reasonably anticipated to have direct contact or interaction with minor program participants. Personnel in charge of screening volunteers should be aware of the inherent limitations of background checks and should seek to utilize other screening methods, when possible, in addition to background checks to include in-person interviews and reference checks.
5. Supervision. Every minor participant must be properly supervised at all times in the immediate presence of at least one authorized adult while participating in the Event. Permit Holder certifies that there will be appropriate supervision and that there will be an appropriate participant-to-supervisor ratio, which may vary depending on the age of the participants, the nature of the activity, and whether the program has an overnight component.
6. Training. Permit Holder shall provide training to all employees, volunteers and others assisting with the Event that addresses mandatory reporting requirements, appropriate contact with minors, safety and security procedures, and response protocols for injury or illness, and staff or participant misconduct.
7. Safety and Security. Permit Holder agrees to ensure the safety and protection of program participants and to establish protocols for reporting injuries, staff misconduct, participant misconduct, and procedures for secure pickup and drop-off of program participants. Permit Holder agrees to establish security measures (e.g., where to meet and where to go if lost, responses and protocols for weather alerts, accidents, missing persons, etc.), and to communicate those measures to program participants.
8. Reporting Obligations. Criminal activity should be reported immediately to the Owner's Department of Public Safety who can assess the situation and determine what other notifications or actions are necessary.
9. Known or Suspected Abuse or Neglect of Minors. If Permit Holder and/or any of its employees, volunteers, or other agents or any other authorized adult present at the program/activity know, suspect, or receive information providing reasonable cause to believe that a minor has been abused or neglected, or if Permit Holder or such other individuals have other concerns regarding a minor's safety, Permit Holder or such other individual must report the situation immediately to the Owner's Department of Public Safety and to the Georgia Department of Human Services (and/or the Division of Children and Family Services) by calling 1-855-GACHILD (422-4453), as required by Georgia law. Permit Holder hereby acknowledges its understanding of this reporting requirement for known or suspected abuse or neglect of minors.

Exhibit C
PUBLIC HEALTH AND SAFETY PROVISIONS

1. Cancellation. In addition to all other cancellation and termination rights of Owner under the Agreement, Owner may terminate the Agreement at any time if Owner becomes uncertain that it can ensure the safety of students, faculty, staff, members, visitors, or event attendees due to COVID-19 or any other public health emergency. These termination criteria are evaluated at the sole discretion of Owner, and termination pursuant to this paragraph shall be effectively immediately upon verbal or written notice to Permit Holder. In the event of any termination by Owner pursuant to this paragraph, Owner shall refund to Permit Holder any deposit received by Owner but shall not be liable to Permit Holder for any damages or losses as a result of such termination.
2. Applicable Health and Safety Guidelines. Permit Holder agrees that it shall abide by and comply with all health and safety guidelines in place at the time of the event, regardless of whether such guidelines are required by federal, state, or local authorities or by Owner or the University System of Georgia. Examples of such guidelines include, but are in no way limited to, the following: recommending event attendees to wear masks; implementing social distancing measures for the event; and restricting the number of attendees for the event to ensure compliance with all health and safety guidelines. Should any person(s) associated with Permit Holder's event refuse compliance with any of the health and safety guidelines in place once the event is underway, Owner may immediately terminate the Agreement and Permit Holder will be responsible for all fees included in the Agreement. Owner will not be responsible for any damages or losses as a result of such termination.

EXHIBIT D
LODGING ACCOMMODATIONS

1. Accommodations. Owner agrees to provide to Permit Holder accommodations based on the guaranteed number of participants. Accommodations for additional participants shall be on a space-available basis only. Permit Holder shall be responsible for the applicable fees for total actual participants or for the guaranteed number of participants, whichever is greater. Permit Holder will be billed for additional meals eaten in the Dining Hall above the guaranteed number. Permit Holder shall be responsible for any loss of or damage to any of Owner's property. Any damages will be assessed and charges billed accordingly.

2. Check-in and Check-out. Check-in and Check-out times are as set forth in the Licensed/Facilities Use Agreement. Early arrivals and/or late departures must be arranged with conference coordinator.

3. Assignment. In the event that the accommodations assigned to Permit Holder are destroyed or otherwise made unavailable and the owner does not furnish other accommodations, this agreement for lodging accommodations shall terminate.

4. Room Keys. The charge for a lost exterior door key card is $35.00. The charge for a lost interior metal key is $50.00. Charges will be assessed and billed accordingly.

5. Master Keys. Permit Holder agrees that each person who receives a master key shall sign a release form pertaining to the responsibilities of having a master key and the penalties for loss of master key. The charge for a lost master key is $15,000.00. Charges will be assessed and billed accordingly.

6. Compliance with Laws, Regulations and Policies. Permit Holder agrees to adhere to all of Owner's policies, regulations, guidelines and all local, state and federal laws concerning health, safety and public order. Failure of Permit Holder and/or any of its participants to comply with these laws, regulations or policies may result in forfeiture of the privilege of using Owner's facilities, or termination of this agreement. Owner's regulations and policies include but are not limited to the following:

    a. No animals will be permitted in rooms or in Owner's buildings without the Owner's prior written permission.

    b. No hot plates or other cooking appliances will be permitted in rooms. Cooking may be allowed in kitchen areas only.

    c. No remodeling or renovating of rooms or furniture will be permitted, including but not limited to tampering with the electrical or mechanical fixtures, placement of antennas or appliances out of the windows, removal of or addition of furniture without permission of the Owner.

    d. No alterations whatsoever of the rooms or apartments will be permitted, including attaching any object by adhesives, nail or screw without permission of the Owner.

    e. No tampering with or removal of windows or window screens from any part of any Owner's building will be permitted.

    f. No tampering with the fire system or firefighting equipment will be permitted.

    g. No moving of lounge, common area furniture or outdoor furniture will be permitted without permission of the Owner.

Lumpkin County, Georgia

Public Works

Date:	June 20, 2023
Agenda Item:	Consideration of Corrective Deeds for Captain McDonald Rd Right of Way *(Special Projects Manager Charles Trammell)*
Item Description:	Recommendation to work with Byron Robinson and Franklin Grindle to correct the right of way deeds on Capt. McDonald Road.
Facts & Historical Information:	In 2005 Lumpkin County saw a need to improve Capt. McDonald Rd. for the back entrance to Yahoola Creek Park. In the attempt to do so there was a need for additional right of way. Byron Robinson and Franklin Grindle were approached about acquiring additional right of way going thru their property. They agreed to donate the property we needed at no cost to the county and therefore deeds were prepared, signed and recorded. When the road was constructed, it did not follow the right of way that was given for this purpose. Also, the additional right of way given along Highway 52 was for an acceleration lane that was not required by the DOT. Now Mr. Robinson and Mr. Grindle are surveying and dividing their property and need to get this situation corrected. It has been surveyed and shows the original right of way and how the road was built. Both men have agreed to donate the new right of way to the county to correct this situation and therefore the county will quit claim right of way not being used back to the original owners.
Potential Courses Of Action:	A) Approve acceptance of right of way deed for area B from Byron Robinson and Franklin Grindle as outlined on plat of survey dated April 14, 2023 by Geoimage, and authorize the Chairman to execute a quit claim deed to release and transfer Areas A, C, and D back to Byron Robinson and Franklin Grindle, and the remainder of Tract B on the original right of way survey prepared for Lumpkin County to Byron Robinson. B) Do not approve COA A and leave it like it is.
Budget Impact:	There will be no impact on the budget.
Staff Recommendation:	Staff Recommends Course of Action A

RESERVED FOR CLERK'S FILING INFORMATION

AREA A = 0.298 ACRE
AREA B = 0.321 ACRE
AREA C = 0.041 ACRE
AREA D = 0.098 ACRE

AREA A CALL TABLE

LINE	CHORD BEARING	CHORD	RADIUS	ARC
C1	N54°18'01"E	187.46'	760.00'	187.93'
L1	N47°12'58"E	94.77'		
C2	N65°32'45"E	198.13'	315.00'	201.55'
L2	S00°09'49"E	3.08'		
L3	S00°09'49"E	28.35'		
L4	S65°23'57"W	48.85'		
L5	S59°29'49"W	234.68'		
L6	S61°23'04"W	177.26'		

AREA B CALL TABLE

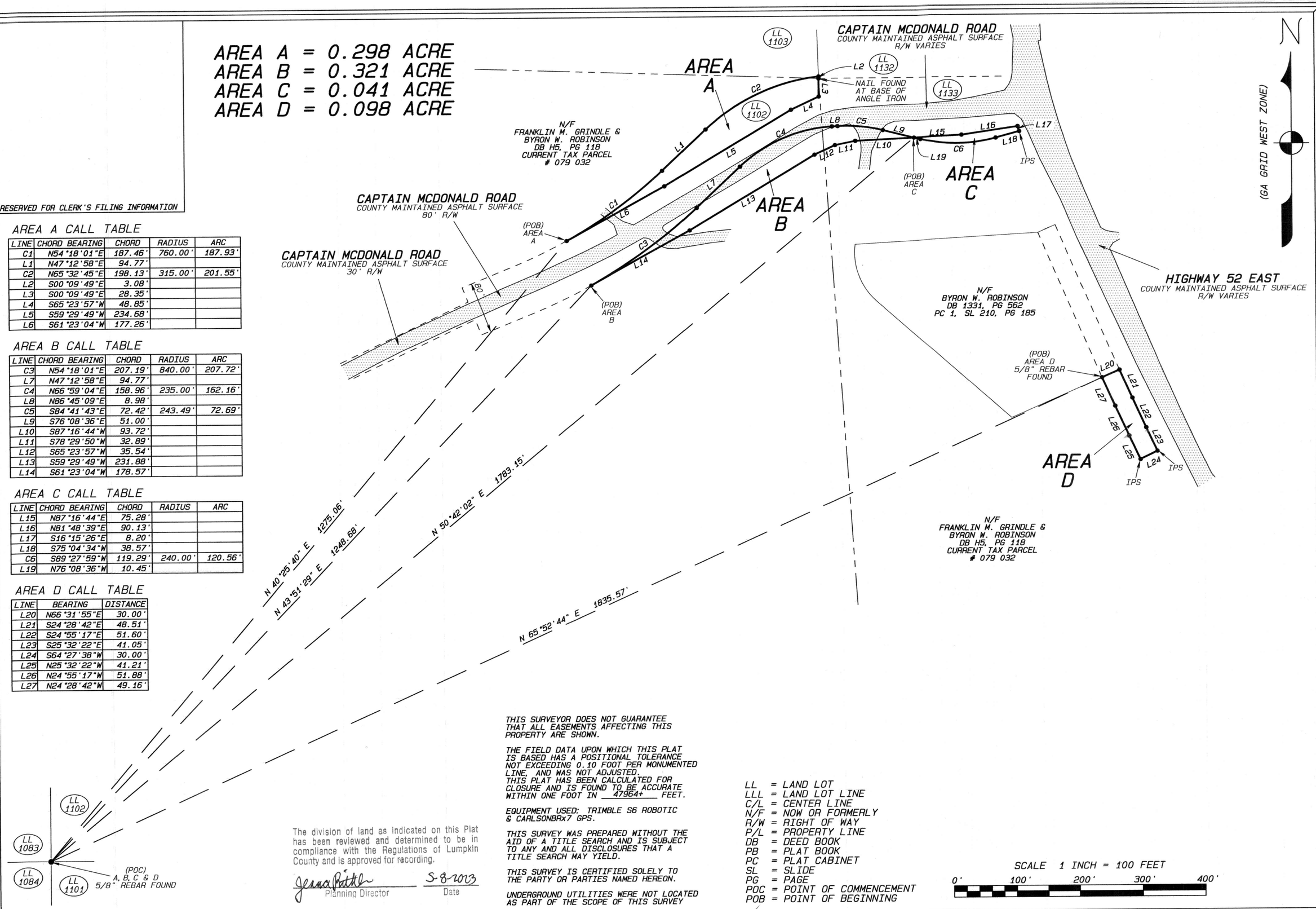
LINE	CHORD BEARING	CHORD	RADIUS	ARC
C3	N54°18'01"E	207.19'	840.00'	207.72'
L7	N47°12'58"E	94.77'		
C4	N66°59'04"E	158.96'	235.00'	162.16'
L8	N86°45'09"E	8.98'		
C5	S84°41'43"E	72.42'	243.49'	72.69'
L9	S76°08'36"E	51.00'		
L10	S87°16'44"W	93.72'		
L11	S78°29'50"W	32.89'		
L12	S65°23'57"W	35.54'		
L13	S59°29'49"W	231.88'		
L14	S61°23'04"W	178.57'		

AREA C CALL TABLE

LINE	CHORD BEARING	CHORD	RADIUS	ARC
L15	N87°16'44"E	75.28'		
L16	N81°48'39"E	90.13'		
L17	S16°15'26"E	8.20'		
L18	S75°04'34"W	38.57'		
C6	S89°27'59"W	119.29'	240.00'	120.56'
L19	N76°08'36"W	10.45'		

AREA D CALL TABLE

LINE	BEARING	DISTANCE
L20	N66°31'55"E	30.00'
L21	S24°28'42"E	48.51'
L22	S24°55'17"E	51.60'
L23	S25°32'22"E	41.05'
L24	S64°27'38"W	30.00'
L25	N25°32'22"W	41.21'
L26	N24°55'17"W	51.88'
L27	N24°28'42"W	49.16'



The division of land as indicated on this Plat has been reviewed and determined to be in compliance with the Regulations of Lumpkin County and is approved for recording.

Jenna Pittle — Planning Director — 5-8-2023 — Date

THIS SURVEYOR DOES NOT GUARANTEE THAT ALL EASEMENTS AFFECTING THIS PROPERTY ARE SHOWN.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A POSITIONAL TOLERANCE NOT EXCEEDING 0.10 FOOT PER MONUMENTED LINE, AND WAS NOT ADJUSTED. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 47964+ FEET.

EQUIPMENT USED: TRIMBLE S6 ROBOTIC & CARLSONBRx7 GPS.

THIS SURVEY WAS PREPARED WITHOUT THE AID OF A TITLE SEARCH AND IS SUBJECT TO ANY AND ALL DISCLOSURES THAT A TITLE SEARCH MAY YIELD.

THIS SURVEY IS CERTIFIED SOLELY TO THE PARTY OR PARTIES NAMED HEREON.

UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF THE SCOPE OF THIS SURVEY

LL = LAND LOT
LLL = LAND LOT LINE
C/L = CENTER LINE
N/F = NOW OR FORMERLY
R/W = RIGHT OF WAY
P/L = PROPERTY LINE
DB = DEED BOOK
PB = PLAT BOOK
PC = PLAT CABINET
SL = SLIDE
PG = PAGE
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING

SCALE 1 INCH = 100 FEET
0' 100' 200' 300' 400'

LSF # 1074: ALTASURV LLC dba

GEOIMAGE

LAND SURVEYING, LAND PLANNING & DESIGN

21 ENOTA STREET, DAHLONEGA, GA 30533, (706) 864-7298

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA PROFESSIONAL RLS #3821 LAND SURVEYOR JOHN T. GASTON

PLAT DATE:
APRIL 14, 2023
FIELD DATES:
2/2023, 3/2023

FIELD CREW: PDA/SM/MT/JS/JH
DRAWN BY: JDH

DRWG FILE: ROW

JOB #4828

PLAT OF RIGHT OF WAY SURVEY FOR

BYRON ROBINSON & FRANK GRINDLE

LAND LOTS 1102, 1103 & 1133, 12TH DISTRICT, 1ST SECTION
LUMPKIN COUNTY, GEORGIA

Captain McDonald Rd

DOC# 001647
FILED IN OFFICE
03/08/2006 01:10 PM
BK:37 PG:183-184
EDWARD E. TUCKER
CLERK OF COURTS
LUMPKIN COUNTY
TAX-0- 093.2006.530

After recording return to:
Horne & Horne, P.C.
P.O. Box 37
Dahlonega, Georgia 30533
Call Donnie to
P/U

Re: Captain McDonald Road

RIGHT OF WAY DEED

STATE OF GEORGIA,
LUMPKIN COUNTY.

THIS INDENTURE, made this 28th day of ~~Nov~~ Dec ember, 2005, between **Byron Wayne Robinson and Franklin M. Grindle,** the undersigned Grantors, and **Lumpkin County**, a political subdivision of the State of Georgia, as Grantee.

WITNESSETH that, for and in consideration the abandonment of the relocated portion of Captain McDonald Road and the relocation of the Grantor's drive as shown on the plat of survey referenced below, the Grantors do grant and convey unto the Grantee, its successors and assigns, the following described property:

Tract One:

ALL THAT TRACT OF LAND lying and being in Land Lot 132 of the 12th District, 1st Section of Lumpkin County, Georgia, consisting of that 1.823 acres set out as Tract A on that certain plat of survey dated July 25, 2005, prepared by John T. Gaston, Georgia Registered Land Surveyor, which plat is recorded in Plat Cabinet 1, Slide 127, Plat 140, Lumpkin County Records. Said plat of survey is incorporated herein by reference for a full and complete description of the rights-of-way conveyed herein.

Tract Two:

ALL THAT TRACT OF LAND lying and being in Land Lot 132 of the 12th District, 1st Section of Lumpkin County, Georgia, consisting of that 0.269 acre set out as Tract B on that certain plat of survey dated July 25, 2005, prepared by John T. Gaston, Georgia Registered Land Surveyor, which plat is recorded in Plat Cabinet 1, Slide 127, Plat 140, Lumpkin County Records. Said plat of survey is incorporated herein by reference for a full and complete description of the rights-of-way conveyed herein.

M
BK:37 PG:184

Page Two
Right of Way Deed
Captain McDonald Road

To have and to hold the bargained premises unto Grantee, its successors and assigns forever, in Fee Simple.

Parties of the first part will forever warrant and defend the title to the bargained premises unto party of the second part, its successors and assigns against the claims of all persons whomsoever.

IN WITNESS WHEREOF party of the first parties have hereunto set their hands and seals the day and year above written.

Signed, sealed and delivered
in our presence this 28 day
of ~~November~~ Dec, 2005.

Unofficial Witness

Donna C. Jarrard
Notary Public
Commission expires: May 06, 2007

Byron W. Robinson (SEAL)
Byron Wayne Robinson

Signed, sealed and delivered
in our presence this 28th day
of ~~November~~ Dec, 2005.

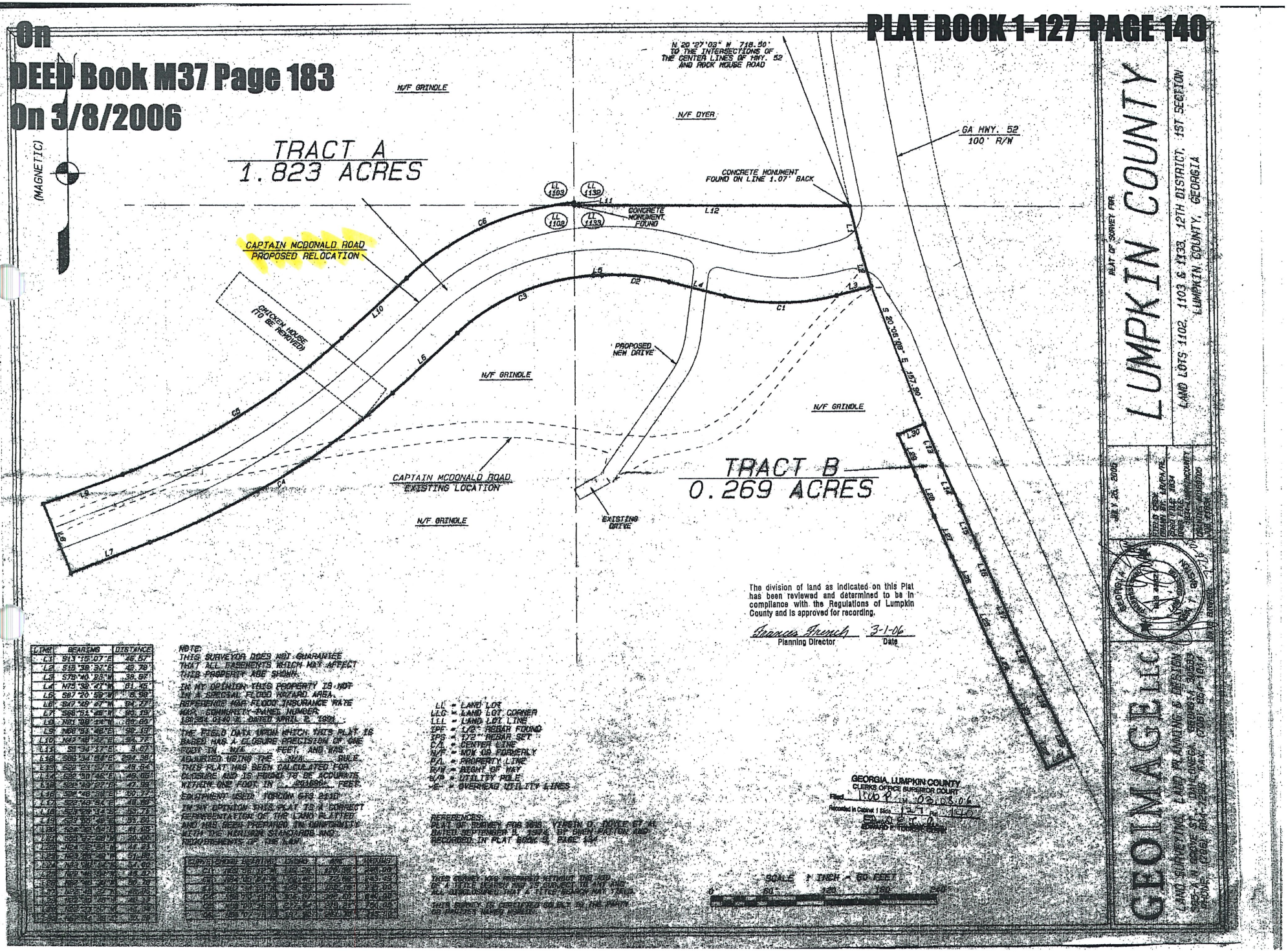
Donna C. Jarrard
Unofficial Witness

Donna C. Jarrard
Notary Public
Commission expires: May 06 2007

Franklin M Grindle (SEAL)
Franklin M. Grindle

On
DEED Book M37 Page 183
On 3/8/2006

PLAT BOOK 1-127 PAGE 140



LINE	BEARING	DISTANCE
L1	S13°15'07"E	46.57'
L2	S15°38'37"E	42.79'
L3	S75°40'23"W	38.67'
L4	N75°32'41"W	81.45'
L5	S87°20'59"W	6.98'
L6	S67°49'47"W	94.77'
L7	S66°51'48"W	90.19'
L8	N81°08'21"W	90.69'
L9	N66°51'48"E	90.15'
L10	N67°49'22"E	95.77'
L11	S13°34'17"E	3.07'
L12	S89°34'18"E	294.98'
L13	S89°34'18"E	19.24'
L14	S89°34'18"E	46.05'
L15	S89°49'27"E	27.82'
L16	S89°46'08"E	50.27'
L17	S89°49'54"E	48.89'
L18	S89°49'54"E	50.27'
L19	S89°49'54"E	48.89'
L20	S89°49'54"E	50.27'
L21	S89°49'54"E	48.89'
L22	S89°49'54"E	50.27'

Lumpkin County, Georgia

Finance

Date: June 20, 2023

Agenda Item: Enotah Circuit - FY24 Budget *(Finance Director Abby Branan)*

Item Description: Enotah Circuit – FY24 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 16, 2023 in White County. The Circuit members heard from Chief Superior Court Joy Parks, District Attorney Jeff Langley, and Juvenile Court Judge Jeremy Clough regarding FY2024 budget needs.

The proposed Juvenile Court budget increased by $80,000, which includes adding an Assistant Juvenile Judge to cover two days per week at $40,000 annually plus fringe. It also includes adding the final 3 months of court reporter pay that was approved with the September 2022 budget amendment. Other budget accounts were reduced where possible to help offset the increase.

The proposed Superior Court budget increased by approximately $90,000, primarily from adding the final 3 months of court reporter pay that was approved with the September 2022 budget amendment. There are also two $6,000 staff attorney/law clerk supplements included.

The proposed District Attorney budget increased by approximately $75,000, which is for salary, health insurance, and retirement contribution increases.

The overall proposed Enotah Judicial Circuit budget increased from $1,133,456 to $1,397,714. Under the proposed FY2024 Circuit budget, Lumpkin County's contribution and administration fee would be $416,540.

The FY2023 General Fund budget includes $351,426 for Enotah Circuit expense. The proposed FY2024 Circuit budget would be a $65,114 increase. Half of the increase would have to be absorbed in the County's FY2023 budget. The second half of the increase will be included in the FY2024 budget.

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 2023 budget of $32,557. The Circuit's Q3 and Q4 contributions from Lumpkin County will be included in the FY2024 budget.

Staff Recommendation: Staff recommends Course of Action A.

FY2024 Enotah Judicial Circuit Proposed Budget **(Administrative Fee of 4% of Total Budget)** **Use of $90,000 Fund Balance**

	Circuit-Wide Admin Fee			Juvenile			District Attorney			Superior			Total Circuit			Public Defender		
	Amended FY 2023		Proposed FY 2024	Amended FY 2023		Proposed FY 2024	Amended FY 2023		Proposed FY 2024	Amended FY 2023		Proposed FY 2024	Amended FY 2023		Proposed FY 2024		Approved FY 2023		Proposed FY 2024
Salaries	$0		$0	$127,038		$176,000	$317,200		$359,666	$60,000		$72,000	$504,238		$607,666	County Funded PD Assist	$261,374		$268,606
DA Salary Supplements/related cos	$0		$0	$0		$0	$0		$0	$0		$0	$0		$0	County Funded PD Admins	$146,748		$155,728
Health Insurance	$0		$0	$38,757		$48,158	$75,891		$86,635	$0		$0	$114,648		$134,793	7% Admin Fee to State	$28,569		$29,703
Life Insurance	$0		$0	$300		$336	$0		$0	$0		$0	$300		$336	Subtotal Personnel	**$436,691**		**$454,037**
Vision Premium	$0		$0	$0		$0	$0		$0	$0		$0	$0		$0	Copying Expense	$1,500		$1,500
Short Term Disability	$0		$0	$493		$551	$0		$0	$0		$0	$493		$551	Court Reporter Services	$0		$0
Long Term Disability	$0		$0	$470		$525	$0		$0	$0		$0	$470		$525	Minor Equipment	$3,500		$3,500
Dental Insurance	$0		$0	$168		$168	$0		$0	$0		$0	$168		$168	Office Supplies	$6,500		$6,500
Social Security	$0		$0	$9,719		$15,453	$24,265		$27,511	$4,840		$5,508	$38,824		$48,472	Postage	$500		$500
Medicare	$0		$0	$0		$0	$0		$0	$0		$0	$0		$0	Printing	$800		$800
Retirement	$0		$0	$9,123		$10,020	$78,630		$95,429	$0		$0	$87,753		$105,449	Profess Organiz Dues	$2,900		$2,900
Unemployment	$0		$0	$0		$0	$230		$230	$0		$0	$230		$230	Reference & Law Books	$4,000		$4,000
Workers Comp	$0		$0	$469		$469	$3,546		$4,137	$0		$0	$4,015		$4,606	Repairs	$500		$500
Professional Dues	$0		$0	$300		$300	$5,500		$5,500	$1,500		$1,500	$7,300		$7,300	Subscriptions	$0		$0
Insurance Liability	$0		$0	$0		$0	$3,796		$4,410	$0		$0	$3,796		$4,410	Telephone	$4,000		$4,000
Leases> 12 months	$0		$0	$3,000		$3,000	$10,000		$10,000	$6,000		$6,000	$19,000		$19,000	Training	$1,250		$1,250
Printing	$0		$0	$100		$0	$500		$500	$0		$0	$600		$500	Transcripts	$800		$800
Advertising Legal	$0		$0	$0		$0	$0		$0	$0		$0	$0		$0	Travel	$500		$500
Training	$0		$0	$400		$400	$0		$0	$500		$500	$900		$900	Equipment Lease	$4,000		$4,000
Travel	$0		$0	$4,500		$4,000	$500		$500	$300		$300	$5,300		$4,800	Subtotal Office	**$30,750**		**$30,750**
Miscellaneous	$0		$0	$0		$0	$0		$0	$0		$0	$0		$0	Administration (paid to LC)	**$23,372**		**$24,239**
Professional Services-Legal	$0		$0	$0		$0	$600		$600	$0		$0	$600		$600		$0		$0
Prof. Services-Other	$0		$0	$0		$0	$5,000		$5,000	$0		$0	$5,000		$5,000		$0		$0
Prof. Services-Court Reporters	$0		$0	$52,500		$70,000	$0		$0	$225,000		$300,000	$277,500		$370,000		$0		$0
Vehicle Repair & Maintenance	$0		$0	$0		$0	$300		$300	$0		$0	$300		$300		$0		$0
Utilities	$0		$0	$0		$0	$0		$0	$0		$0	$0		$0		$0		$0
Supplies-Network	$0		$0	$0		$0	$0		$0	$300		$300	$300		$300		$0		$0
Supplies-Office	$0		$0	$1,000		$350	$6,000		$6,100	$6,000		$7,500	$13,000		$13,950		$0		$0
Postage	$0		$0	$800		$800	$1,000		$1,000	$3,000		$3,000	$4,800		$4,800		$0		$0
Subs & Pubs	$0		$0	$1,000		$300	$1,000		$1,000	$2,000		$2,000	$4,000		$3,300		$0		$0
Telephone	$0		$0	$1,000		$0	$4,000		$4,000	$2,000		$2,000	$7,000		$6,000		$0		$0
Circuit Administrator	$32,921		$53,758	$0		$0	$0		$0	$0		$0	$32,921		$53,758		$0		$0
Totals	**$32,921**		**$53,758**	**$251,137**		**$330,830**	**$537,958**		**$612,518**	**$311,440**		**$400,608**	**$1,133,456**		**$1,397,714**		**$490,813**		**$509,027**
Change	$20,837		63.29%	$79,693		31.73%	$74,560		13.86%	$89,168		28.63%	$264,258		23.31%	Increase	$18,214		3.71%

WC Admin. Fee(4% of budget($1,379,875)=$53,758			
Lumpkin	34%	48.6%	$26,111
Towns	12%	17.1%	$9,216
Union	24%	34.3%	$18,431
	70%	100%	$53,758

County Population	REVENUES County% share as of 2020 census		FY 2023	FY 2024	% Change	Quarterly Payments FY 2023	FY 2024
33,488	Lumpkin County	33.96%	$345,474	$416,540	20.57%	$86,369	$104,135
28,003	White County	28.40%	$275,484	$326,481	18.51%	$68,871	$81,620
24,632	Union County	24.98%	$253,639	$305,610	20.49%	$63,410	$76,402
12,493	Towns County	12.68%	$128,659	$154,983	20.46%	$32,165	$38,746
98,616	Interest Income		$100	$4,000		$250,814	$300,903
	Use of Fund Balance		$30,000	$90,000		x 4	x 4
	Copies		$100	$100		$1,003,256	$1,203,614
	State of GA		$100,000	$100,000			
	Total Revenues	100.0%	$1,133,456	$1,397,714	23.31%		

Calculations For FY2023 Budget		Counties' Portions		+	Admin Fee	=	Total
Proposed Total(-admin	$1,343,956	Lumpkin Co	$390,429	+	$26,111		$416,540
(100,000+4000+100+90	($194,100)	White Co	$326,481	+	$0		$326,481
Bal to be funded	$1,149,856	Union Co	$287,178	+	$18,431		$305,610
		Towns co	$145,768	+	$9,216		$154,983
			$1,149,856		$53,758		$1,203,614

Less Use of Fund Balance $33,784.74 $42,891.74

2020 Census Population County Pro Rata Annual Share	FY2023	FY2023 Quarterly	FY2024	FY Increase	FY2024 New qtrly amt
Lumpkin County 33.96%	$ 147,260.84	$36,815.21	$ 150,058.78	$ 2,797.94	$ 37,514.70
Towns County 12.67%	$ 59,420.24	$14,855.06	$ 60,630.43	$ 1,210.19	$ 15,157.61
Union County 24.98%	$ 117,156.80	$29,289.20	$ 119,542.84	$ 2,386.04	$ 29,885.71
White County 28.40%	$ 133,190.20	$33,297.55	$ 135,902.81	$ 2,712.61	$ 33,975.70
	$ 457,028.08		$ 466,134.85	$ 9,106.77	

Lumpkin County, Georgia

County Attorney

Date: June 20, 2023

Agenda Item: Board Approval of a Settlement Agreement Between Lumpkin County and Sharon Booth for $22,500 Related to Northern District of Georgia, Case 2:22-cv-00237-RWS *(County Attorney Joy Edelberg)*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

Lumpkin County, Georgia

Water & Sewerage Authority

Date: June 20, 2023

Agenda Item: LCWSA - 2021 Request for use of ARPA Funds for Water Infrastructure Projects *(W&S Authority Director Sean Phipps)*

Item Description: LCWSA is requesting BOC confirmation of budget allocations for water system improvement projects previously approved by BOC in 2021.

Facts & Historical Information: On August 3, 2021 at BOC Work Session 1, LCWSA requested BOC approval of use of ARPA funds for multiple Water Infrastructure Projects. The attached Staff Report dated August 3, 2021 lists the projects LCWSA requested use of County ARPA funding to complete. There were four projects identified in LCWSA's request.

Project Name	Budget
Phase 1: River Trace Dr (North)	$100,000
Phase 2: Jennifer Court	$106,000
Phase 3: River Trace Dr (South) and Richard Ct	$160,000
Sherwood Forest Subdivision Water Infrastructure	T.B.D.

The budget for Sherwood Forest project was listed as "To Be Determined" prior to Work Session 2 on August 17th.

On August 11, 2021 members of the BOC, LC, LCWSA and DALC Staff held a meeting to review proposed projects to be funded with ARPA funds. The project list was separated into both short term and long term projects. At the August 11 meeting, LCWSA proposed a budget of $80,000 for the Sherwood Forest Water Infrastructure Project. Attached is a meeting summary from Ashley Peck that lists the projects and the budgets identified at the August 11th meeting.

The BOC approved LCWSA's August 3, 2021 ARPA funding request at the Regular Meeting on August 17, 2021. However, LCWSA's request information contained in the BOC agenda packet was not updated from Work Session 1 to reflect the $80,000 budget for Sherwood Forest that was established at the August 11th meeting. The BOC approval provided in the meeting minutes from August 17th does not specify budget amounts or specific projects.

Since August 2021, LCWSA has been working with the understanding that an allocation of $80,000 for the Sherwood Forest improvements was included in the funding approved by the BOC.

The Sherwood Forest project is currently under construction and LCWSA desires to submit for ARPA reimbursement in the coming weeks.

LCWSA is requesting confirmation from the Lumpkin County Board of Commissioners of their intent to approve the allocation of $80,000 of LC APRA

funds to be used by LCWSA to make needed improvements to the Sherwood Forest water system.

Staff Analysis:

The allocation of funds would not impact the operating budget for the County. ARPA funds have already been received by the County and are readily available. The scope of the project matches a spending priority for ARPA funds.

Potential Courses Of Action:

A. BOC confirms allocation of $80,000 County ARPA funds to LCWSA for completion of improvements to the Sherwood Forest water system.
B. BOC allocates a different amount of County ARPA fund for the Sherwood Forest water system improvement project.
C. BOC elects not to allocate County ARPA funds for the Sherwood Forest water system improvement project.

Budget Impact:

Staff Recommendation: Staff recommends COA #A.

Lumpkin County Water & Sewerage Authority

194 COURTHOUSE HILL ANNEX A, DAHLONEGA, GEORGIA 30533 (706) 867-6580 FAX: (706) 864-0116

Date: June 6, 2023

Agenda Item: **LCWSA - 2021 Request for use of ARPA Funds for Water Infrastructure Projects**

Item Description: LCWSA is requesting BOC confirmation of budget allocations for water system improvement projects previously approved by BOC in 2021.

Facts & Historical Information:

On August 3, 2021 at BOC Work Session 1, LCWSA requested BOC approval of use of ARPA funds for multiple Water Infrastructure Projects. The attached Staff Report dated August 3, 2021 lists the projects LCWSA requested use of County ARPA funding to complete. There were four projects identified in LCWSA's request.

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The Sherwood Forest project is currently under construction and LCWSA desires to submit for ARPA reimbursement in the coming weeks.

LCWSA is requesting confirmation from the Lumpkin County Board of Commissioners of their intent to approve the allocation of $80,000 of LC APRA funds to be used by LCWSA to make needed improvements to the Sherwood Forest water system.

Staff Analysis:

The allocation of funds would not impact the operating budget for the County. ARPA funds have already been received by the County and are readily available. The scope of the project matches a spending priority for ARPA funds.

Potential Courses of Action (COA)

1. BOC confirms allocation of $80,000 County ARPA funds to LCWSA for completion of improvements to the Sherwood Forest water system.
2. BOC allocates a different amount of County ARPA fund for the Sherwood Forest water system improvement project.
3. BOC elects not to allocate County ARPA funds for the Sherwood Forest water system improvement project.

Staff Recommendation:

Staff recommends COA #1.

Sean Phipps

From: Ashley Peck
Sent: Wednesday, August 11, 2021 5:59 PM
To: Melissa Witcher; Alan Ours; Stan Kelley; Abby Branan; Rebecca Shirley; Sean Phipps; Chris Dockery; Bobby Mayfield; Jeff Moran; Rhett Stringer
Subject: American Rescue Plan Project List
Attachments: American Rescue Plan Project List.docx

Please find attached the project list from the ARP meeting today.

Thank you,

Ashley Peck
Special Projects Director
Lumpkin County
99 Courthouse Hill, Suite H
Dahlonega, GA 30533
(706) 482-2550

American Rescue Plan Project List

Short Term Projects	Estimated Cost
Rivertrace Subdivision Phase II	$106,000
Rivertrace Subdivision Phase III	$160,000
Employee Bonus	$350,000

Long Term Projects	Estimated Cost
Sherwood Forest Water System	$80,000
250,000 GPD Water Reclamation Facility (LC Parkway)	$4,600,000
Hwy 52E Extension and Storage Tank	$2,400,000
Broadband Infrastructure	$1,000,000

Lumpkin County, Georgia

Planning

Date:	June 20, 2023
Agenda Item:	Fire Station 8 Tenant Request for Cottage Industry Occupational Tax Certificate/Business License (*Community & Economic Development Director Rebecca Mincey*)
Item Description:	For the Planning Department to issue an Occupational Tax Certificate/Business License to a tenant that rents a residential location, the Landlord/Owner is required to approve of the tenant operating a business at the location. Fire Station 8 has a residential property on the site. The current resident for the home is looking to have a Cottage Industry Occupational Tax Certificate/Business License. A Cottage Industry is defined as an activity primarily carried on remotely with the space occupied by the commercial operation limited to a private office or workshop, and with no retail space or other space which is open to the public, and which is operated as an accessory land use to a residential land use, and that is carried on in such a way that the primary use of the property remains residential.
Facts & Historical Information:	The tenant at Fire Station 8 recently reached out to the Planning Department for a Cottage Industry license for her Gabbies Freeze Dried business. There are no customers or retail component to her business operations at the residential location. In order for the Planning Department to move forward with this license, consideration from the Landlord/Owner, in this case the Board of Commissioners, is required.
Potential Courses Of Action:	a. Approve of the tenant's request. b. Deny the tenant's request. c. Suggest another course of action.
Budget Impact:	No budget impact is known to the Planning Department.
Staff Recommendation:	Approve of the tenant at Fire Station 8 to have a Cottage Industry Occupational Tax Certificate/Business License at the residence.