



LUMPKIN COUNTY
Board of Commissioners
Work Session II Agenda
Commissioners Boardroom

May 18, 2021
5:30 P.M.

- **CALL TO ORDER** Chairman Dockery
- **CONSIDERATION OF MINUTES**
 1. Board of Commissioners - Work Session - Apr 13, 2021 4:00 PM
 2. Board of Commissioners - Special Called Meeting - Apr 12, 2021 9:00 AM
 3. Board of Commissioners - Special Called Meeting - Apr 16, 2021 9:00 AM
 4. Board of Commissioners - Public Hearing - Apr 20, 2021 5:15 PM
 5. Board of Commissioners - Work Session II - Apr 20, 2021 5:30 PM
 6. Board of Commissioners - Regular Meeting - Apr 20, 2021 6:00 PM
 7. Board of Commissioners - Special Called Meeting - Apr 21, 2021 9:00 AM
 8. Board of Commissioners - Special Called Meeting - Apr 23, 2021 9:00 AM
 9. Board of Commissioners - Special Called Meeting - Apr 26, 2021 4:00 PM
 10. Board of Commissioners - Special Called Meeting - Apr 27, 2021 3:30 PM
- **RESOLUTIONS**
 11. 2021 - 28 - Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee ***Ratify***
 12. 2021 - 29 - Appoint/Reappoint Members to LC Library Board of Trustees
 13. 2021 - 30 - Reappoint Member to AVITA Board - Barbara Bosanko with a term expiring 06.30.2024
 14. 2021 - 31 - Reappoint Member to DFACS Board - Lagala Fugate to Seat 3, term expiring 06.30.2026
 15. 2021 - 32 - Appoint Member to the Development Authority - Clarence Stowers to Seat 8, a term expiring 03.07.2025
 16. 2021 - 33 - Appoint Member to Tourism Board - Blaine Griffith
- **CONTRACTS/AGREEMENTS**
 17. 2021-022 - IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election (*Elections Supervisor Ashley Peck*)
 18. 2021-024 - Kelley Building Moving Contract (*Special Projects Director Allison Martin*)
 19. 2021-025 - United Futbol Academy Soccer (*Parks & Recreation Manager Wade Chandler*)
 20. 2021-026 - GEMA Emergency Management Performance Grant (EMPG) FY-2020 (*Emergency Services Director David Wimpy*)

21. 2021-027 - UNG Swimming Pool Agreement (*Park & Rec Director Wade Chandler*)
22. 2021-028 - Legacy Link Nutrition Program Services FY-2022 Contract (*Senior Center Manager Linda Kirkpatrick*)
23. 2021-029 - Enotah Public Defender Indigent Defense Contract - City (*Finance Director Abby Branan*)
24. 2021-030 - Enotah Public Defender Indigent Defense Contract - Four Counties (*Finance Director Abby Branan*)
25. 2021-032 - 2021 Co-op Law Enforcement Annual Operating & Financial Plan - LCSO & USDA Forest Service
26. 2021-033 - Lot Purchase and Sale Agreement for 126 Antique Way (*County Attorney Joy Edelberg*)

- **OTHER ITEMS**

27. GDOC Inmate Work Detail Contract (*Special Projects Director Allison Martin*)
28. GDOT Airport Fencing Reimbursement (*Public Works Director Larry Reiter*) **Ratify**
29. Alcoholic Beverage License – Convenience Stores, Inc. d/b/a JP Dahlonga (*County Clerk Melissa Witcher*)
30. Alcoholic Beverage License –Jay Jalaramji, LLC. d/b/a Iron Mountain Mart (*County Clerk Melissa Witcher*)
31. Consideration of Water & Sewerage Authority Employees Move to County Health Insurance (*Water & Sewerage Authority Director Sean Phipps*)
32. Consideration of Part Time Custodial Position to Full Time (*Special Projects Director Allison Martin*)
33. Dahlonga Lions Club Special Request to Honor Larry Odom (*Myke Seabolt*)
34. Enotah Judicial Circuit Fiscal Year 2021-2022 Budget (*Finance Director Abby Branan*)
35. American Rescue Plan Act of 2021 (*Finance Director Abby Branan*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**

- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Work Session Minutes
Commissioners Boardroom



April 13, 2021
 4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:04 PM by Chairman Chris Dockery

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

PRESENTATIONS

1. Public and Environmental Health Presentations

Public and Environmental Health Presentation

Chairman Dockery asked Sue Mattison some questions for clarification on the revenue breakdown pie chart. He also asked her if there was anything the Commissioners could do to further assist the Health Department during this time. Ms. Mattison said the County has already done a great job assisting, and the Health Department wants to continue reaching out to underprivileged citizens. The Chairman offered the fire stations to be used as locations for staging areas if the Health Department would need that.

Commissioner Miller thanked Sue Mattison for coordinating vaccination outreach efforts with Community Helping Place.

2. Northeast Georgia Health System Lumpkin Hospital Update

Northeast Georgia Health System Lumpkin Hospital Update

Chat Hatfield, president of NGMC Lumpkin, was accompanied by Sean Couch and Bob Hughes to give the presentation. He said NGMC Lumpkin has had a successful two years, beating the first-year projection with over 10,000 emergency visits and over 600 inpatient stays. NGMC Lumpkin was also able to alleviate much of the burden on NGMC Gainesville during the height of the pandemic. Mr. Couch went over the results of the Fall 2018 citizen input surveys and said most of the participants emphasized the desire for a small, sustainable neighborhood hospital that could provide emergency care. Mr. Hughes discussed the future hospital site on Highway 400, including a basic diagram of the site layout and signage. He said the proposed opening date would be October 2023.

3. Manufacturers of the Year Presentations

Manufacturers of the Year Presentations

4. Recognition JB Jones

Recognition JB Jones

MINUTES

5. Board of Commissioners - BOC Retreat - Feb 25, 2021 9:00 AM
6. Board of Commissioners - Work Session - Mar 2, 2021 4:00 PM
7. Board of Commissioners - SLUA Public Hearing - Mar 16, 2021 4:30 PM
8. Board of Commissioners - Public Hearing - Mar 16, 2021 5:00 PM
9. Board of Commissioners - Public Hearing - Mar 16, 2021 5:15 PM
10. Board of Commissioners - Work Session II - Mar 16, 2021 5:30 PM
11. Board of Commissioners - Regular Meeting - Mar 16, 2021 6:00 PM
12. Board of Commissioners - Special Called Meeting - Mar 22, 2021 4:00 PM

RESOLUTIONS

13. 2021 - 21 - Possible Amendment to Alcoholic Beverage License Fees (County Clerk Melissa Witcher)

This is to consider amending the ordinance to allow an increase in the alcoholic beverage license fees.

Commissioner Mayfield commented we should be comparable to the alcohol license fees of other counties. Commissioner Stringer said he would be comfortable with adding \$55 to the yearly renewal charge. The Chairman said we could raise it if we have proper justification.

County Manager Stan Kelley went over the price list from surrounding counties and said we mostly were on the low end of fees. He recommends raising our fees so we are at least comparable to surrounding counties. Commissioners Moran and Mayfield agreed.

14. 2021 - 22 - Consideration of a Resolution Revising the Road Acceptance Application Procedure (Public Works Director Larry Reiter)

Consideration of a resolution that will do away with the existing road acceptance procedure and require any road that is requested to be adopted into the county system to be brought to current county development standards before it will be considered by the BOC.

Public Works Director Larry Reiter said we currently have two different road acceptance procedures. Staff is recommending doing away with the current procedures and changing it so that any road has to meet County development standards before it can be brought before the BOC.

15. 2021 - 23 - Reappoint Members to LC Veterans Affairs Committee - William Rittenhouse & Daniel Bosanko

Reappoint Members to Lumpkin County Veterans Affairs Committee - William Rittenhouse to Seat 1 & Daniel Bosanko to Seat 2 both with terms expiring 04.14.2025

16. 2021 - 24 - Reappoint Member to LC Water & Sewerage Authority - Murl Jones to Seat 7, term expiring 05.31.2025

Reappoint Member to LC Water & Sewerage Authority - Murl Jones to Seat 7, term expiring 05.31.2025

Minutes Acceptance: Minutes of Apr 13, 2021 4:00 PM (CONSIDERATION OF MINUTES)

17. 2021 - 25 - Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee
(Planning Director Bruce Georgia)

Request the BOC nominate and approve members to serve on the 2022 Comprehensive Plan Advisory Committee.

Bruce Georgia said we have accomplished a lot in the short-term work plan and it will be important to reflect that in this five-year update. He explained the timeline to finish and remain a Qualified Local Government is February 2022. Georgia Mountains Regional Commission has approved our request for them to assist with our update. We will also have to host a couple of public meetings, one of which is already scheduled for April 27 at 6:00 pm. Mr. Georgia said he is asking for the Commissioners to consider some citizens to sit on the Comprehensive Plan committee.

18. 2021 - 26 - Amend the 2021 Budget Calendar for FY2022 Budget (Finance Director Abby Branan)

Amend the 2021 Budget Calendar for FY2022 Budget Due to a Date Error

19. 2021 - 27 - Request to Remove Old Body Cooler from Surplus (Coroner Mark Cox)

Consideration of removal of old body cooler from surplus.

The Coroner, Mark Cox, would like to retain the old cooler as a backup in case the new one fails or becomes full.

CONTRACTS/AGREEMENTS

20. 2021-015 - Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC (Public Works Director Larry Reiter)

Extend contract with Thompson Consulting Services, LLC for an additional year.

21. 2021-016 - Disaster Debris Monitoring Secondary Contract - Goodwyn, Mills, & Cawood (Public Works Director Larry Reiter)

Extend contract with Goodwyn, Mills, and Cawood for an additional year.

22. 2021-017 - Library Pavilion Construction RFP (Special Projects Director Allison Martin)

Library Pavilion Construction RFP

Special Projects Director Allison Martin said we received two responses; the lowest proposer was Everlast at around \$189,000. Scroggs & Grizzle was considerably higher at around \$273,000. She reviewed some of the clarification questions they sent to Everlast regarding their proposal. There was some discussion between Chairman Dockery and Mr. Reiter regarding the helical pier pricing and the amount of pier sections. Ms. Martin said since this is an RFP, we have more flexibility and aren't under the same time constraints as if this was a bid. Mr. Reiter also made some brief comments regarding soil strength and foundation reduction. Chairman Dockery observed that the pricing of construction materials has risen dramatically and fluctuates constantly.

23. 2021-018 - Georgia Power Easement Request - Chesterra Drive (Public Works Director Larry Reiter)

Georgia Power is requesting a tree trimming/clearing easement along the existing power line.

Mr. Kelley said he spoke to GA Power area manager Glennis Barns regarding the recent helicopter-facilitated ROW trimming. Apparently, it is more efficient to trim with a helicopter and this was originally started in Dawson County. It reduces the number of power outages during storms, he explained. The helicopter crew does not clean up the debris unless it is in the road, but there is a cleanup crew that runs about one to two weeks

behind them. Chairman Dockery said he also spoke to Mr. Barns, as there have been citizen complaints regarding the debris. If there is debris in the roadway, citizens are encouraged to call GA Power to report it.

24. Aquatic Center GMP – Metal Packages (Special Projects Director Allison Martin)

Aquatic Center GMP – Metal Packages

25. 2021-019 - Scrap Tire Abatement Reimbursement Program (Finance Director Abby Branan)

The Georgia Environmental Protection Division (EPD) Local Government Scrap Tire Abatement Reimbursement Program provides reimbursement for the costs of removing, transporting, and processing scrap tires cleaned up from identified, state-listed scrap tire dumps; removed from city and county right-of-ways; and collected during scrap tire amnesty events.

Mr. Kelley said hopefully the County will be able to host a tire turn-in day at the Transfer Station in June. The projected date will be the last Saturday in June.

26. 2021-020 - Legacy Link FY-2021 Addendum #2 Contract (Senior Center Manager Linda Kirkpatrick)

CONTRACT ADDENDUM #2 - SFY2021 This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2020-039 A-S approved on September 29, 2020) 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.

27. 2021-021 - Airport Fencing Project (Public Works Director Larry Reiter)

Contract approval- Airport fence and parking lot as per airport CIP.

Mr. Reiter informed the Commissioners that the low bidder (\$112,446) was abnormally below the median or average bid, as well as the engineer's estimate of \$232,000. He has reached out to the company regarding the abnormal price, but he is still awaiting their explanation. He suspects they accidentally omitted the installation cost and underestimated the asphalt cost. For this reason, Mr. Reiter recommends rejecting the bid and going with the second lowest bid from TriScapes, which was \$288,811.69 for all options. GDOT will pay 75% of the cost.

OTHER ITEMS

28. Sheriff's Request to Reallocate Funds from Detention Center Fencing to Justice Center Cameras (Sheriff Stacy Jarrard)

Sheriff's Request to Reallocate Funds from Detention Center Fencing to Justice Center Cameras

Sheriff Jarrard said the camera system is currently a greater need than the Detention Center fencing, but he would like to keep the fencing in mind for the future. The Sheriff said having a functional camera system is important for complying with media requests for footage.

29. Special Event Permit Request – R-Ranch in the Mountains (County Clerk Melissa Witcher)

Special Event Permit allowing R-Ranch in the Mountains to hold the Mountain Top Rodeo event June 10-13, 2021 at the R-Ranch.

30. Alcoholic Beverage License - The Oar House, Inc. (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Consumption on Premises located at 3072 Hwy 52 E, Dahlonega, GA 30533.

31. Alcoholic Beverage License - BJ Creek, LLC. d/b/a Clay Creek Falls Grocery (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2261 Oak Grove Road, Dahlonega, GA 30533.

32. Alcoholic Beverage License - CGN Properties, LLC d/b/a The Mountain Top Lodge (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Consumption on Premises located at 447 Mountain Top Lodge Road, Dahlonega, GA 30533.

33. Additional ROW for Bridge Replacement - Little Mountain Road (Public Works Director Larry Reiter)

Request for approval of the purchase of additional right of way for bridge replacement on Little Mountain Rd.

Mr. Reiter said Charles Trammell got a verbal agreement with the owners to give us enough room to widen the bridge. Staff is requesting that the BOC agree to give each property owner \$3,000 (\$6,000 total) to pay for their right-of-way to expand the bridge to make it safer. Mr. Reiter said this negotiated price is much better than us going through the condemning process. Chairman Dockery wanted clarification on how that amount was reached just to ensure fairness for the landowners.

34. Johnnie Collins Way Bridge Repair and Lanier Drive Culvert Replacement (Finance Director Abby Branan)

Discuss options to pay for emergency bridge repair on Johnnie Collins Way and emergency culvert replacement on Lanier Drive.

Finance Director Abby Branan explained she was present to discuss funding sources for the repairs, which are needed after damage from the recent heavy rains. The funding could be taken from the fund balance, 2019 TSPLOST, or the 2020 SPLOST. Mr. Kelley recommended taking from the 2020 SPLOST because there are funds available, which would prevent us from having to use the fund balance. He explained projections for the 2020 SPLOST collections are being exceeded.

Commissioner Stringer asked Larry Reiter some questions about the Lanier Drive bridge repair and whether water line work could be performed simultaneously. Mr. Reiter said the contractor who gave the best price for the bridge work is not qualified to do water lines. He also said the crossing will be closed for 3-5 days to vehicular traffic. There is a long lead time on purchasing materials for the bridge, so if we wait and have another heavy rain event, we will not be able to choose when to do the repair.

35. 2020 SPLOST 2021 Work Plan Amendment (Finance Director Abby Branan)

Consideration of Amending the 2020 SPLOST 2021 Work Plan to include emergency bridge repair on Johnnie Collins Way.

Ms. Branan said this is just a placeholder in case the BOC decides to use SPLOST funds for the bridge repair.

36. Consideration of Move to Self Insurance (Community & Employee Services Director Alicia Davis)

Consideration of Move to Self-Insurance Plus Renewal of Dental, Disability, Life and Vision Insurances

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Moran said Bruce Georgia did a great job at the last Noise Committee meeting, and the next meeting will be Monday, April 19, at 3:30 PM. He is requesting an extension for the committee's term to the May Work Session. Commissioner Mayfield thanked Commissioner Moran for his diligent work on the committee.

PUBLIC COMMENT (Agenda Specific)

Sheriff Jarrard said the next Firearm Safety course will be April 26, 6:00 pm at Park and Rec.

ADJOURNMENT

Chairman Dockery adjourned the meeting at 5:12 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 13, 2021 4:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Executive Conference Room



April 12, 2021
 9:00 AM

CALL TO ORDER

The meeting was called to order at 9:00 AM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

EXECUTIVE SESSION - PERSONNEL

Motion: Commissioner Mayfield moved to enter executive session and was seconded by Commissioner Stringer. The motion was approved and carried.

Executive Session began at 9:00 AM.

Motion: Commissioner Miller moved to exit Executive Session and re-enter regular session at 1:57 PM. He was seconded by Commissioner Stringer. The motion was approved and carried.

There were no announcements from Executive Session.

ADJOURNMENT

Motion: Commissioner Moran moved to adjourn the meeting and was seconded by Commissioner Miller. The motion was approved and carried.

The meeting was adjourned at 1:57 PM.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 12, 2021 9:00 AM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Executive Conference Room



April 16, 2021
 9:00 AM

CALL TO ORDER

The meeting was called to order at 9:00 AM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

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

EXECUTIVE SESSION - PERSONNEL

Motion: A motion was made by Commissioner Stringer to enter executive session at 9:02 a.m. The motion was seconded by Commissioner Mayfield. The motion was approved and carried.

Motion: A motion was made by Commissioner Stringer to exit executive session and re-enter regular session at 1:40 p.m. The motion was seconded by Commissioner Moran. The motion was approved and carried.

There were no announcements from executive session.

ADJOURNMENT

Motion: A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Rhett Stringer. The motion was approved and carried.

The meeting ended at 1:42 p.m.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 16, 2021 9:00 AM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Public Hearing Minutes
Commissioners Boardroom



April 20, 2021
 5:15 P.M.

Call to Order

The meeting was called to order at 5:20 PM by Chairman Chris Dockery

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

Public Comment

There were no comments from the public.

Alcoholic Beverage License (Beer/Wine Consumption on Premises) - Timothy O'Brien for The Oar House, Inc.

Alcoholic Beverage License (Beer/Wine Package Sales) - Truptiben Patel for BJ Creek, LLC dba Clay Creek Falls Grocery

Alcoholic Beverage License (Beer/Wine Consumption on Premises) - Heather Breedlove for CGN Properties, LLC dba The Mountain Top Lodge

Adjournment

Chairman Dockery adjourned the meeting at 5:21 PM.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Witcher

County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 20, 2021 5:15 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Work Session II Minutes
Commissioners Boardroom



April 20, 2021
 5:30 P.M.

CALL TO ORDER

The meeting was called to order at 5:34 PM by Chairman Chris Dockery

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

PRESENTATIONS

1. Recognition JB Jones

Recognition JB Jones

2. Manufacturers of the Year Presentations

Manufacturers of the Year Presentations

CONSIDERATION OF MINUTES

3. Board of Commissioners - BOC Retreat - Feb 25, 2021 9:00 AM
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RESOLUTIONS

11. 2021 - 21 - Possible Amendment to Alcoholic Beverage License Fees (County Clerk Melissa Witcher)

This is to consider amending the ordinance to allow an increase in the alcoholic beverage license fees.

County Clerk Melissa Witcher said there was a proposal to add \$350 to each application at the yearly renewals, which would defray the investigative and administrative costs. The GBI is requiring a background check each year instead of only at the time of application. The County Manager, Stan Kelley, said we are mostly behind the neighboring counties on our license category costs. The Chairman said we are on the low end, but he agreed with Commissioner Stringer that we cannot increase the license fees without justification.

12. 2021 - 22 - Consideration of a Resolution Revising the Road Acceptance Application Procedure (Public Works Director Larry Reiter)

Consideration of a resolution that will do away with the existing road acceptance procedure and require any road that is requested to be adopted into the county system to be brought to current county development standards before it will be considered by the BOC.

13. 2021 - 23 - Reappoint Members to LC Veterans Affairs Committee - William Rittenhouse & Daniel Bosanko

Reappoint Members to Lumpkin County Veterans Affairs Committee - William Rittenhouse to Seat 1 & Daniel Bosanko to Seat 2 both with terms expiring 04.14.2025

14. 2021 - 24 - Reappoint Member to LC Water & Sewerage Authority - Murl Jones to Seat 7, term expiring 05.31.2025

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Request the BOC nominate and approve members to serve on the 2022 Comprehensive Plan Advisory Committee.

16. 2021 - 26 - Amend the 2021 Budget Calendar for FY2022 Budget (Finance Director Abby Branan)

Amend the 2021 Budget Calendar for FY2022 Budget Due to a Date Error

17. 2021 - 27 - Request to Remove Old Body Cooler from Surplus (Coroner Mark Cox)

Consideration of removal of old body cooler from surplus.

CONTRACTS/AGREEMENTS

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Extend contract with Thompson Consulting Services, LLC for an additional year.

19. 2021-016 - Disaster Debris Monitoring Secondary Contract - Goodwyn, Mills, & Cawood (Public Works Director Larry Reiter)

Extend contract with Goodwyn, Mills, and Cawood for an additional year.

20. 2021-017 - Library Pavilion Construction RFP (Special Projects Director Allison Martin)

Library Pavilion Construction RFP

Commissioner Stringer had some concerns about building a pavilion for the Library when the Animal Shelter is in dire need of repairs. The Chairman understood his concern, and he explained we had put off the repairs because it may be best to build a new animal shelter rather than fixing the current one. He said the pavilion is more of a "want" than a "need." He said the Board can choose to table this item for a later date.

21. 2021-018 - Georgia Power Easement Request - Chesterra Drive (Public Works Director Larry Reiter)

Georgia Power is requesting a tree trimming/clearing easement along the existing power line.

22. 2021-019 - Scrap Tire Abatement Reimbursement Program (Finance Director Abby Branan)

The Georgia Environmental Protection Division (EPD) Local Government Scrap Tire Abatement Reimbursement Program provides reimbursement for the costs of removing, transporting, and processing scrap tires cleaned up from identified, state-listed scrap tire dumps; removed from city and county right-of-ways; and collected during scrap tire amnesty events.

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CONTRACT ADDENDUM #2 - SFY2021 This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2020-039 A-S approved on September 29, 2020) 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.

24. 2021-021 - Airport Fencing Project (Public Works Director Larry Reiter)

Contract approval- Airport fence and parking lot as per airport CIP.

Larry Reiter said the low bidder that he had recommended for disqualification sent an e-mail saying his subcontractors quoted him inaccurate prices, and he would like to withdraw his bid.

OTHER ITEMS

25. Special Event Permit Request – R-Ranch in the Mountains (County Clerk Melissa Witcher)

Special Event Permit allowing R-Ranch in the Mountains to hold the Mountain Top Rodeo event June 10-13, 2021 at the R-Ranch.

26. Special Event Permit Request – Southern Bounty Series at Iron Mountain Resort (County Clerk Melissa Witcher)

Special Event Permit allowing Holly Theatre to hold the Southern Bounty Series event May 21-22, 2021 at the Iron Mountain Resort.

27. Alcoholic Beverage License - The Oar House, Inc. (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Consumption on Premises located at 3072 Hwy 52 E, Dahlonega, GA 30533.

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30. Additional ROW for Bridge Replacement - Little Mountain Road (Public Works Director Larry Reiter)

Request for approval of the purchase of additional right of way for bridge replacement on Little Mountain Rd.

31. Johnnie Collins Way Bridge Repair and Lanier Drive Culvert Replacement (Finance Director Abby Branan)

Discuss options to pay for emergency bridge repair on Johnnie Collins Way and emergency culvert replacement on Lanier Drive.

Mr. Reiter said he had been speaking with Johnny at the LC Water & Sewerage Authority to determine whether they could do work on the water line there. Mr. Reiter is unsure of what the Authority will decide.

32. 2020 SPLOST 2021 Work Plan Amendment (Finance Director Abby Branan)

Consideration of Amending the 2020 SPLOST 2021 Work Plan to include emergency bridge repair on Johnnie Collins Way.

Finance Director Abby Branan said this item is only for if the BOC chooses to use SPLOST funding for the previous item.

33. Consideration of Move to Self Insurance (Community & Employee Services Director Alicia Davis)

Consideration of Move to Self-Insurance Plus Renewal of Dental, Disability, Life and Vision Insurances

Community & Employee Services Director Alicia Davis said representatives from Turner, Wood, & Smith Insurance will be here to present at the regular meeting.

34. Development Services of Lumpkin County New Logo Design (Special Projects Director Allison Martin)

Development Services of Lumpkin County New Logo Design

Allison Martin said she and Rebecca Mincey, the Development Authority Director, have been collaborating on branding for the new Planning and Development Services building. Staff like #6 (the third option shown in the agenda packet) the best, but feel that it could use some tweaks. She said the Commissioners do not need to make a decision tonight, but we would like to have this logo ready for when the building opens to the public.

Chairman Dockery questioned why we need another logo when we have a County seal already. What is the advantage? Ms. Martin said staff feels a new logo will be useful for marketing and it will be distinct from the County logo. Mr. Kelley said we are looking at doing the same thing for the future Aquatic Center to aid in marketing. The Chairman asked if there would be a value to having different logos for different departments, as it may be confusing for citizens. He said he wants to learn exactly how, when, and where the logo will be used before he approves anything.

Commissioner Mayfield said he likes the current County logo, and suggested we could perhaps just change the wording around the perimeter to reflect which department it is. Commissioner Stringer agreed, and said we could use suggestion #2 and replace "PDS" with the Lumpkin County logo. It would be very similar, just different wording.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 6:02 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 20, 2021 5:30 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Minutes
Commissioners Boardroom



April 20, 2021
 6:00 P.M.

CALL TO ORDER

The meeting was called to order at 6:13 PM by Chairman Chris Dockery

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

INVOCATION

Chairman Dockery gave the invocation followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

Motion: A motion was made by District 3 Commissioner Stringer to approve the agenda and move item #33 to the beginning of Contracts/Agreements. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

PUBLIC COMMENTS (Agenda Specific)

PRESENTATIONS

1. Recognition JB Jones

Recognition JB Jones

2. Manufacturers of the Year Presentations

Manufacturers of the Year Presentations

CONSIDERATION OF MINUTES

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

3. Board of Commissioners - BOC Retreat - Feb 25, 2021 9:00 AM
4. Board of Commissioners - Work Session - Mar 2, 2021 4:00 PM
5. Board of Commissioners - SLUA Public Hearing - Mar 16, 2021 4:30 PM
6. Board of Commissioners - Public Hearing - Mar 16, 2021 5:00 PM
7. Board of Commissioners - Public Hearing - Mar 16, 2021 5:15 PM
8. Board of Commissioners - Work Session II - Mar 16, 2021 5:30 PM
9. Board of Commissioners - Regular Meeting - Mar 16, 2021 6:00 PM
10. Board of Commissioners - Special Called Meeting - Mar 22, 2021 4:00 PM

RESOLUTIONS

11. 2021 - 21 - Possible Amendment to Alcoholic Beverage License Fees (County Clerk Melissa Witcher)

This is to consider amending the ordinance to allow an increase in the alcoholic beverage license fees.

Motion: A motion was made by District 2 Commissioner Mayfield to approve option B, which is to approve an increase to cover the background checks at renewal. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

12. 2021 - 22 - Consideration of a Resolution Revising the Road Acceptance Application Procedure (Public Works Director Larry Reiter)

Consideration of a resolution that will do away with the existing road acceptance procedure and require any road that is requested to be adopted into the county system to be brought to current county development standards before it will be considered by the BOC.

Motion: A motion was made by District 3 Commissioner Stringer to approve the resolution. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

13. 2021 - 23 - Reappoint Members to LC Veterans Affairs Committee - William Rittenhouse & Daniel Bosanko

Reappoint Members to Lumpkin County Veterans Affairs Committee - William Rittenhouse to Seat 1 & Daniel Bosanko to Seat 2 both with terms expiring 04.14.2025

Motion: A motion was made by Chairman Dockery to appoint William Rittenhouse to Seat 1 with a term expiring 04/14/2025. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

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

14. 2021 - 24 - Reappoint Member to LC Water & Sewerage Authority - Murl Jones to Seat 7, term expiring 05.31.2025

Reappoint Member to LC Water & Sewerage Authority - Murl Jones to Seat 7, term expiring 05.31.2025

Motion: A motion was made by Chairman Dockery to appoint Murl Jones to Seat 7 with a term expiring 5/31/2025. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

15. 2021 - 25 - Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee (Planning Director Bruce Georgia)

Request the BOC nominate and approve members to serve on the 2022 Comprehensive Plan Advisory Committee.

Motion: A motion was made by Chairman Dockery to approve the following members: Tony Nunley, Barbara Bosanko, Bruce Georgia, Larry Reiter, Rebecca Mincey, and Sean Phipps, with the other members to be decided at a later date. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

16. 2021 - 26 - Amend the 2021 Budget Calendar for FY2022 Budget (Finance Director Abby Branan)

Amend the 2021 Budget Calendar for FY2022 Budget Due to a Date Error

Motion: A motion was made by District 2 Commissioner Mayfield to approve Amend the 2021 Budget Calendar for FY2022 Budget. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

17. 2021 - 27 - Request to Remove Old Body Cooler from Surplus (Coroner Mark Cox)

Consideration of removal of old body cooler from surplus.

Motion: A motion was made by District 3 Commissioner Stringer to approve Request to Remove Old Body Cooler from Surplus. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

REPORTS

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

Elected Officials

CONTRACTS/AGREEMENTS

18. 2021-015 - Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC (Public Works Director Larry Reiter)

Extend contract with Thompson Consulting Services, LLC for an additional year.

Motion: A motion was made by District 4 Commissioner Moran to approve Disaster Debris Monitoring Contract - Thompson Consulting Services, LLC. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

19. 2021-016 - Disaster Debris Monitoring Secondary Contract - Goodwyn, Mills, & Cawood (Public Works Director Larry Reiter)

Extend contract with Goodwyn, Mills, and Cawood for an additional year.

Motion: A motion was made by District 3 Commissioner Stringer to approve Disaster Debris Monitoring Secondary Contract - Goodwyn, Mills, & Cawood. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

20. 2021-017 - Library Pavilion Construction RFP (Special Projects Director Allison Martin)

Library Pavilion Construction RFP

Motion: A motion was made by District 3 Commissioner Stringer to table this until a later date. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

21. 2021-018 - Georgia Power Easement Request - Chesterra Drive (Public Works Director Larry Reiter)

Georgia Power is requesting a tree trimming/clearing easement along the existing power line.

Motion: A motion was made by District 3 Commissioner Stringer to approve Georgia Power Easement Request - Chesterra Drive. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

22. 2021-019 - Scrap Tire Abatement Reimbursement Program (Finance Director Abby Branan)

The Georgia Environmental Protection Division (EPD) Local Government Scrap Tire Abatement Reimbursement Program provides reimbursement for the costs of removing, transporting, and processing scrap tires cleaned up from identified, state-listed scrap tire dumps; removed from city and county right-of-ways; and collected during scrap tire amnesty events.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Scrap Tire Abatement Reimbursement Program. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

23. 2021-020 - Legacy Link FY-2021 Addendum #2 Contract (Senior Center Manager Linda Kirkpatrick)

CONTRACT ADDENDUM #2 - SFY2021 This amends the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2020-039 A-S approved on September 29, 2020) 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: A motion was made by District 4 Commissioner Moran to approve Legacy Link FY-2021 Addendum #2 Contract. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

24. 2021-021 - Airport Fencing Project (Public Works Director Larry Reiter)

Contract approval- Airport fence and parking lot as per airport CIP.

Motion: A motion was made by District 3 Commissioner Stringer to approve Airport Fencing Project. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

OTHER ITEMS

25. Special Event Permit Request – R-Ranch in the Mountains (County Clerk Melissa Witcher)

Special Event Permit allowing R-Ranch in the Mountains to hold the Mountain Top Rodeo event June 10-13, 2021 at the R-Ranch.

Motion: A motion was made by District 4 Commissioner Moran to approve Special Event Permit Request – R-Ranch in the Mountains. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

26. Special Event Permit Request – Southern Bounty Series at Iron Mountain Resort (County Clerk Melissa Witcher)

Special Event Permit allowing Holly Theatre to hold the Southern Bounty Series event May 21-22, 2021 at the Iron Mountain Resort.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Special Event Permit Request – Southern Bounty Series at Iron Mountain Resort. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

27. Alcoholic Beverage License - The Oar House, Inc. (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Consumption on Premises located at 3072 Hwy 52 E, Dahlonega, GA 30533.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Alcoholic Beverage License - The Oar House, Inc.. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

28. Alcoholic Beverage License - BJ Creek, LLC. d/b/a Clay Creek Falls Grocery (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2261 Oak Grove Road, Dahlonega, GA 30533.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Alcoholic Beverage License - BJ Creek, LLC. d/b/a Clay Creek Falls Grocery. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

29. Alcoholic Beverage License - CGN Properties, LLC d/b/a The Mountain Top Lodge (County Clerk Melissa Witcher)

This is for the issuance of an alcoholic beverage license for Beer & Wine Consumption on Premises located at 447 Mountain Top Lodge Road, Dahlonega, GA 30533.

Motion: A motion was made by District 2 Commissioner Mayfield to approve Alcoholic Beverage License - CGN Properties, LLC d/b/a The Mountain Top Lodge. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

30. Additional ROW for Bridge Replacement - Little Mountain Road (Public Works Director Larry Reiter)

Request for approval of the purchase of additional right of way for bridge replacement on Little Mountain Rd.

Motion: A motion was made by District 2 Commissioner Mayfield to approve option A, which is to allow staff to complete the deed work and purchase two 0.11-acre tracts of land for \$3,000 each and relocate the fences at needed. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

31. Johnnie Collins Way Bridge Repair and Lanier Drive Culvert Replacement (Finance Director Abby Branan)

Discuss options to pay for emergency bridge repair on Johnnie Collins Way and emergency culvert replacement on Lanier Drive.

Motion: A motion was made by District 4 Commissioner Moran to approve using the 2020 SPLOST funds. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

32. 2020 SPLOST 2021 Work Plan Amendment (Finance Director Abby Branan)

Consideration of Amending the 2020 SPLOST 2021 Work Plan to include emergency bridge repair on Johnnie Collins Way.

Motion: A motion was made by District 3 Commissioner Stringer to approve 2020 SPLOST 2021 Work Plan Amendment. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

33. Consideration of Move to Self Insurance (Community & Employee Services Director Alicia Davis)

Consideration of Move to Self-Insurance Plus Renewal of Dental, Disability, Life and Vision Insurances

Motion: A motion was made by District 1 Commissioner Miller to approve option A, which is to move to self-insurance and continue with other voluntary coverage as outlined in the staff analysis. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

34. Development Services of Lumpkin County New Logo Design (Special Projects Director Allison Martin)

Development Services of Lumpkin County New Logo Design

Motion: A motion was made by Chairman Dockery to table until next month. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Stringer gave a brief update on the status of the Water & Sewerage Authority's projects on Old Dahlonega Highway/Longbranch extension and Castleberry/Auraria Roads.

PUBLIC COMMENTS

ADJOURNMENT

Motion: A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Commissioner Stringer. The motion was approved and carried.

The meeting was adjourned at 7:26 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 20, 2021 6:00 PM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Executive Conference Room



April 21, 2021
 9:00 AM

CALL TO ORDER

The meeting was called to order at 9:04 AM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

EXECUTIVE SESSION - PERSONNEL

Motion: A motion was made by Chairman Dockery to enter executive session at 9:04 am. The motion was seconded by Commissioner Moran. The motion was approved and carried.

Commissioner Miller departed the meeting at 10:23 am.

Motion: A motion was made by Commissioner Mayfield to exit executive session and re-enter regular session at 1:13 pm. The motion was seconded by Commissioner Stringer. The motion was approved and carried.

There were no announcements from executive session.

ADJOURNMENT

Motion: A motion was made by Commissioner Mayfield to adjourn the meeting. The motion was seconded by Commissioner Stringer. The motion was approved and carried.

The meeting was adjourned at 1:13 pm.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
County Clerk, Lumpkin County

Minutes Acceptance: Minutes of Apr 21, 2021 9:00 AM (CONSIDERATION OF MINUTES)

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Executive Conference Room



April 23, 2021
 9:00 AM

CALL TO ORDER

The meeting was called to order at 9:05 AM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

EXECUTIVE SESSION - PERSONNEL

Motion: A motion was made by Commissioner Mayfield to enter executive session. The motion was seconded by Commissioner Stringer. The motion was approved and carried, and the meeting entered into executive session at 9:05 AM.

Motion: A motion was made by Commissioner Mayfield to re-enter regular session at 1:13 PM. The motion was seconded by Commissioner Stringer. The motion was approved and carried.

There were no announcements from Executive Session.

ADJOURNMENT

The meeting was adjourned at 1:13 PM.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Witcher
 County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
1st Floor Conference Room



April 26, 2021
 4:00 P.M.

CALL TO ORDER

The meeting was called to order at 4:03 PM by Chairman Chris Dockery

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

CONSIDERATION OF AGENDA

EXECUTIVE SESSION - PERSONNEL

Motion: A motion was made by Commissioner Mayfield to enter executive session. The motion was seconded by Commissioner Stringer. The motion was approved and carried, and executive session began at 4:03 pm.

Motion: A motion was made by Commissioner Mayfield to exit executive session and re-enter regular session at 5:50 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 5:50 pm.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Witcher
 County Clerk, Lumpkin County

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Executive Conference Room



April 27, 2021
 3:30 P.M.

CALL TO ORDER

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

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

CONSIDERATION OF AGENDA

EXECUTIVE SESSION - PERSONNEL

Motion: A motion was made by Commissioner Mayfield to enter executive session. The motion was seconded by Rhett Stringer. The motion was approved and carried, and executive session began at 3:47 pm.

Motion: A motion was made by Commissioner Mayfield to exit executive session and re-enter regular session at 7:39 PM. The motion was seconded by Jeff Moran. The motion was approved and carried.

Motion: Commissioner Stringer moved to make Stan Kelley's salary whole at his current rate, and was seconded by Commissioner Mayfield. The motion was approved and carried.

ADJOURNMENT

The meeting ended at 7:39 PM.

 Date

 Chris Dockery, Chairman
 Lumpkin County Board of Commissioners

Attest:

 Melissa Witcher
 County Clerk, Lumpkin County



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 18, 2021

Agenda Item: Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee

Item Description: Appoint Members to 2022 Lumpkin County Comprehensive Plan Advisory Committee

Lumpkin County Resolution No. 2021 – 28

**A Resolution to Confirm and Ratify the Appointment of Members to the
Lumpkin County Comprehensive Plan Stakeholder Committee**

Whereas, on April 20, 2021, the Lumpkin County Board of Commissioners formed the Lumpkin County Comprehensive Plan Stakeholder Committee by Lumpkin County Resolution No. 2021-25 consisting of ten (10) members, being two (2) members of the Board, two (2) members of the Planning Commission, the Planning Director, the Public Works Director, the DALC Director, the LCWSA Director and two (2) Lumpkin County citizens; and

Whereas, the Board now desires to confirm and ratify the appointment of the (2) members of the Board and the (2) Lumpkin County citizen members to serve on said Committee;

Now, therefore, be it resolved that the following appointments are confirmed and ratified:

Seat 1.	Commission Chairman Chris Dockery
Seat 2.	Commissioner Rhett Stringer
Seat 9.	Citizen - Clarence Stowers
Seat10.	Citizen - Vic Dover

Resolved, adopted and effective this 18th day of May, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 18, 2021

Agenda Item: Appoint/Reappoint Members to LC Library Board of Trustees

Item Description: Resolution to Appoint/Reappoint Members to LC Library Board of Trustees - Robin Hall to Seat 2 and Linda Davis to Seat 5 both with terms expiring 06/30/2025 and Bobbi Larson to Seat 6 of an unexpired term ending June 30, 2023.

LUMPKIN COUNTY RESOLUTION NO. 2021-29

**A RESOLUTION TO APPOINT MEMBERS
TO THE
LUMPKIN COUNTY LIBRARY BOARD OF TRUSTEES**

Whereas, the Board of Commissioners of Lumpkin County desires to appoint a member to the Lumpkin County Library Board of Trustees to serve in Seat 6 for the remainder of the unexpired term for such seat; and

Whereas, the Board of Commissioners of Lumpkin County desires to reappoint members to the Lumpkin County Library Board of Trustees to serve in Seat 2 and Seat 5, whose terms are expiring June 30, 2021;

Now, therefore, it is hereby resolved that the following persons are hereby appointed to the Lumpkin County Library Board of Trustees for the seats and terms as follows:

<u>Name</u>	<u>Seat</u>	<u>Term</u>
Robin Hall	2	July 1, 2021 to June 30, 2025
Linda Davis	5	July 1, 2021 to June 30, 2025
Bobbi Larson	6	May 19, 2021 to June 30, 2023

Resolved, adopted and effective this 18th day of May, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 18, 2021

Agenda Item: Reappoint Member to AVITA Board - Barbara Bosanko with a term expiring 06.30.2024

Item Description: Reappoint Member to AVITA Board - Barbara Bosanko with a term expiring 06/30/2024

LUMPKIN COUNTY RESOLUTION NO. 2021 -30**A RESOLUTION TO REAPPOINT A MEMBER TO THE
AVITA COMMUNITY PARTNERS BOARD**

Whereas, the Lumpkin County Board of Commissioners desires to reappoint a member of the AVITA Community Partners Board whose term is expiring June 20, 2021;

Now therefore, it is hereby resolved that Barbara Bosanko is reappointed to the AVITA Community Partners Board for a term beginning July 1, 2021 and ending June 30, 2024.

Resolved, adopted and effective this 18th day of May, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 18, 2021

Agenda Item: Reappoint Member to DFACS Board - Lagala Fugate to Seat 3, term expiring 06.30.2026

Item Description: Reappoint Member to DFACS Board - Lagala Fugate to Seat 3, term expiring 06/30/2026

LUMPKIN COUNTY RESOLUTION NO. 2021 -31

**A RESOLUTION TO REAPPOINT A MEMBER TO THE
DEPARTMENT OF FAMILY AND CHILDREN SERVICES BOARD**

Whereas, the Lumpkin County Board of Commissioners desires to reappoint a member of the Lumpkin County Department of Family and Children Services Board whose term is expiring;

Now therefore, it is hereby resolved that the following person is reappointed for the seat and term provided:

Member	Seat	Term
Lagala Fugate	3	July 1, 2021 to June 30, 2026

Resolved, adopted and effective this 18th day of May, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 18, 2021

Agenda Item: Appoint Member to the Development Authority - Clarence Stowers to Seat 8, a term expiring 03.07.2025

Item Description: Appoint Member to the Development Authority - Clarence Stowers to Seat 8, with a term expiring 03.07.2025

LUMPKIN COUNTY RESOLUTION NO. 2021-32**A RESOLUTION TO APPOINT A MEMBER TO THE
BOARD OF DIRECTORS OF THE
DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY**

Whereas, the Board of Commissioners of Lumpkin County desires to appoint a member to the Board of Directors of the Development Authority of Lumpkin County to serve in Seat 8;

Now therefore, it is hereby resolved that the following person is appointed to the Board of Directors of the Development Authority of Lumpkin County for the seat and term as provided below:

Clarence Stowers is appointed to Seat 8 for a term ending March 7, 2025;

Resolved, adopted and effective this 18th day of May, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 18, 2021

Agenda Item: Appoint Member to Tourism Board - Blaine Griffith

Item Description: Appoint Member to Tourism Board - Blaine Griffith

LUMPKIN COUNTY RESOLUTION NO. 2021 – 33

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

Whereas, the Dahlonaga-Lumpkin Chamber and Visitors Bureau (the ‘Chamber’) has requested a recommendation from the Lumpkin County Board of Commissioners of a member to serve on the Chamber’s tourism standing committee to serve for the remainder of an unexpired term;

Now therefore, it is hereby resolved that Blaine Griffith is recommended to the Chamber as a member to serve on the Chamber’s tourism standing committee.

Resolved, adopted and effective this 18th day of May, 2021.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Election and Voter Registration Department

Date: May 18, 2021

Agenda Item: IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election

Item Description: The Board of Elections & Registration has been asked by the City of Dahlonega to conduct their 2021 Municipal General Election.

Facts & Historical Information:

O.C.G.A 21-2-45 states that the governing authority of any municipality may authorize any county within which that municipality wholly or partially lies to conduct any or all elections for the municipality.

O.C.G.A 21-2-45 also states that the municipality shall pay the county all costs incurred in performing those functions which the municipality has requested the county to perform.

The City of Dahlonega contacted the Elections Office to ask if the Board of Elections and Registration would be willing to conduct the 2021 Municipal General Election.

The Board of Elections agreed to conduct the 2021 Municipal General Election, excluding all responsibility and tasks associated with qualifying and Ethics/Financial Filings. All procedures for this election will be determined by the Board of Elections and Registration. All costs incurred by conducting this election will be paid by the City of Dahlonega. This agreement is for the 2021 Municipal General Election and does not include any future elections to be held by the City of Dahlonega.

The City of Dahlonega will be voting on an ordinance to authorize the Lumpkin County Board of Elections and Registration to conduct their 2021 Municipal General/Special Election. Any agreement with the County and the City of Dahlonega will be contingent on the passing of this ordinance.

Conducting the 2021 Municipal General/Special Election will impact the daily tasks and responsibilities of the Elections Office as well as the non-election year projects and election preparations for 2022 that are currently underway. Adjustments will have to be made by the Elections Office to conduct this election; however, there should be no cost or financial burden placed on the

County.

Please Note: With the passage of SB202 an additional Saturday voting will be required for this election. That mandatory Saturday voting will be October 16, 2021. This will be the Saturday of Gold Rush. The parking area located around the Elections Office will have to remain open to only voters and access to the Elections Office and parking area cannot be blocked at any time.

**Potential Courses
Of Action:**

- A. Approve the Intergovernmental Agreement with the City of Dahlonega.
- B. Do not approve the Intergovernmental Agreement with the City of Dahlonega.

Budget Impact:

There will be no impact to the budget as the City of Dahlonega will be responsible for all cost associated with this election.

Staff Recommendation: **Approve the IGA with the City of Dahlonega**

Attachments:

IGA 2021 Muni Election (003)
Exhibit A muni election structure 2021

STATE OF GEORGIA
COUNTY OF LUMPKIN

INTERGOVERNMENTAL AGREEMENT BETWEEN LUMPKIN COUNTY AND THE CITY OF DAHLONEGA RELATING TO THE 2021 MUNICIPAL ELECTION FOR THE CITY OF DAHLONEGA

THIS AGREEMENT TO CONDUCT MUNICIPAL ELECTIONS PURSUANT TO GEORGIA ELECTION CODE SECTION 21-2-45(c) (the "Agreement") is made and entered into as of the Effective Date (as defined below), by and between **CITY OF DAHLONEGA, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter referred to as the "City"), and **LUMPKIN COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the "County"). This Agreement is joined by the Lumpkin County Board of Elections and Registration to the fullest extent required by the laws of the State of Georgia.

WITNESSETH:

WHEREAS, under the provisions of the Georgia Election Code, particularly Section 21-2-45(c) thereof, the City may by ordinance authorize the County to conduct such elections as the City deems necessary and expedient, and the City has previously adopted such an ordinance; and

WHEREAS, the City desires to contract with County, subject to the approval of the Lumpkin County Board of Elections and Registration, to conduct the 2021 General Municipal/Special Election to be held on November 2, 2021; and

WHEREAS, the City has authorized the Mayor and Clerk to enter into this Agreement with the County, and the County has agreed to conduct and supervise such election for the City upon the terms and conditions hereinafter set forth; and

Attachment: IGA 2021 Muni Election (003) (2021-022 : IGA City of Dahlonega & Lumpkin County - 2021 Municipal Election)

WHEREAS, this Agreement was presented and approved at meetings of the governing authorities of both the County and the City pursuant to lawful and duly given notice as required by O.C.G.A. 50-14-1 et seq.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings of the parties hereto the City and County agree as follows:

1.

With respect to the 2021 Municipal General/Special Election to be held November 2, 2021, the Lumpkin County Board of Elections and Registration shall conduct the election for the City at the Office of the Lumpkin County Board of Elections and Registration and/or such other precinct locations as determined by the Lumpkin County Board of Elections and Registration.

2.

The Lumpkin County Board of Elections and Registration shall perform all duties as set forth and labeled as "County" in Exhibit A attached hereto and incorporated herein by reference. The Lumpkin County Board of Elections and Registration shall determine the procedures and mechanisms used in carrying out all duties established in Exhibit A and labeled as "County". The City shall perform all duties as set forth and labeled as "City" in Exhibit A attached hereto and incorporated herein by reference. The City shall determine the procedures and mechanisms used in carrying out all duties established in Exhibit A and labeled as "City."

3.

The City shall reimburse the County for the expenses incurred by the County and its Board of Elections and Registration associated with the 2021 Municipal General/Special

Election, including, without limitation, the compensation of time and required trainings of the County Elections Manager, the Elections Technician, Board of Elections Members, and all poll workers, and the cost of materials and supplies needed to conduct the 2021 Municipal General/Special Election. Such expenses shall be submitted to the City within sixty (60) days of the conclusion of the election covered by this agreement, and such expenses shall be paid by the City within thirty (30) days of the date of such invoice.

4.

As a part of the duties of the Lumpkin County Board of Elections and Registration, it shall perform all duties as superintendent of elections for the City during the term of this agreement; provided however, that the Lumpkin County Board of Elections and Registration shall have no responsibility hereunder with respect to the matters specifically reserved to the City in Exhibit A.

5.

The County shall not be responsible for the furnishing of any legal services in the form of legal opinion or defenses in any litigation arising by reason of the 2021 General Municipal/Special Election; all such services shall be furnished by the City at no cost to the County. Notwithstanding the foregoing, in the event that the Board of Elections and Registration is required to hear any challenge(s) regarding the November General Municipal/Special Election of whatever kind (e.g. challenge to candidacy or to electors, etc.), the Board of Elections and Registration shall have the right to be advised and represented by its legal counsel, and the City shall, within thirty (30) days of request from the Board of Elections and Registration, fully reimburse the County any and all legal fees and other costs and expenses

incurred by it (through its Board of Elections and Registration) in connection with all such challenge(s). It is additionally understood and agreed that the City shall be solely responsible for obtaining preclearance, if any, required by law from the U.S. Department of Justice in connection with the 2021 General Municipal/Special Election.

In the event the County or its Board of Elections and Registration is named in any complaint or lawsuit involving the 2021 General Municipal/Special Election, the County or its Board of Elections and Registration shall have the right to be advised and represented by its own legal counsel, and the City shall, within thirty (30) days of request from the County or its Board of Elections and Registration, fully reimburse the County for any and all legal fees and other costs and expenses incurred by the County and its Board of Elections and Registration in connection with all such complaint or lawsuit.

6.

The Contract may be terminated by either party by giving notice to the other party, in writing, of its intent to terminate this Contract no fewer than ninety (90) days prior to the effective date of such termination. In the event of termination, any funds due to the County by the City for work performed by the Board of Elections and Registration through the date of termination shall be paid by the City no later than thirty (30) days following the date of termination of the Contract.

7.

In all events, all elections conducted for the City by the Lumpkin County Board of Elections and Registration shall be conducted in accordance with the provisions of Title 1 and Title 21 of the Official Code of Georgia Annotated and all other applicable laws.

8.

This Agreement is made between and limited to the County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County (and its Board of Elections and Registration) and City, and no other person or entity shall be considered a third-party beneficiary by virtue of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

9.

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or enforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this instrument to be effective as of the day and year first written above.

LUMPKIN COUNTY, GEORGIA

By: _____
Chris Dockery, Chairman
Lumpkin County Board of Commissioners

ATTEST:

Melissa Witcher, County Clerk
Lumpkin County

CITY OF DAHLONEGA

By: _____
Sam Norton, Mayor
City of Dahlonega

ATTEST:

Mary Csukas, City Clerk
City of Dahlonega

**LUMPKIN COUNTY BOARD OF
ELECTIONS AND REGISTRATION**

By: _____
Dottie Krull, Chairperson
Lumpkin County Board of Elections

ATTEST:

Ashley Peck, Supervisor of Elections
Lumpkin County Board of Elections

MUNICIPAL ELECTION STRUCTURE

PERSONNEL	AFFILIATION	DUTIES
CITY QUALIFYING OFFICER:	City	Advertise All Required Qualifying Notices
CITY ATTORNEY:	City	Advertise Call for Special Election to be Held in Conjunction with General Election
CITY ATTORNEY:	City	DOJ approval for Special Election (if applicable)
CITY QUALIFYING OFFICER:	City	Candidate Qualification: All candidate qualification and Ethics/Financial Filings will be the responsibility of the City. The City will provide the Board of Elections a list of all qualified candidates to be placed on the ballot.
CITY ATTORNEY:	City	Special Election Ballot Wording: The City will provide the Board of Elections the wording of all special election questions to be placed on the ballot.
COUNTY ELECTION SUPERINTENDENT:	County	Absentee Inventory/Election Supplies
	County	Design Ballot
	County	Create Ballot Database
	County	Print OS Ballots; Absentee/Provisional/Challenged
COUNTY ELECTION SUPERINTENDENT/POLL WORKER:	County	Election Management System: Upload Database & Memory Cards Voting Equipment: Logic & Accuracy Procedure (L&A)
COUNTY ELECTION SUPERINTENDENT	County	Publish Logic & Accuracy Notice
COUNTY ELECTION SUPERINTENDENT	County	Publish Sample Ballot
COUNTY ELECTION SUPERINTENDENT	County	Order Municipal Electors List
COUNTY ELECTION SUPERINTENDENT	County	Publish Notice of Election/ Advance Voting Dates and Location
COUNTY ELECTION SUPERINTENDENT	County	Publish Notice of Computation
COUNTY ELECTION SUPERINTENDENT COUNTY ELECTION TECHNICIAN: County - Chief Manager County - Assistant Manager (2)	County	Advance Voting: Mail
		Advance Voting: In Person
		(County will conduct all required Poll Worker Training)
COUNTY ELECTION SUPERINTENDENT COUNTY ELECTION TECHNICIAN: County – Chief Manager County – Assistant Managers (2)	County	Conduct Election Day Voting – 7 A.M. – 7 P.M. (County will conduct all required Poll Worker Training)

Exhibit A

COUNTY ELECTION SUPERINTENDENT COUNTY ELECTION TECHNICIAN VOTE REVIEW PANEL: County – Chief Manager County – Assistant Managers (2)	County	Tabulate votes – OS & In Person Voting equipment
COUNTY ELECTION SUPERINTENDENT	County	Elections Management System: Download Election Results
PROVISIONAL BALLOT PROCESSING (if applicable)	County	Verify eligibility; process and count- include w/certification
COUNTY ELECTION SUPERINTENDENT	County	Election Consolidation / Certification/Notice to Appropriate Entity of all Special Election Results

Exhibit A



Lumpkin County, Georgia

Special Projects Department

Date:	May 18, 2021
Agenda Item:	Kelley Building Moving Contract
Item Description:	Kelley Building Moving Contract
Facts & Historical Information:	Lumpkin County historically uses the services of a professional moving company when complete departments are moving to a new facility. Using a professional service reduces the chance of a worker's compensation claim, puts the liability on the company, and allows employees to continue to serve the public in these critical departments rather than shutting down to move piece mill. It allows the new facility to open at a ready to serve status. Currently, the county is not receiving any inmate crews to assist in moving departments. If a company is not used, the public buildings staff would be tasked with moving all of the office and common areas to the new facility in addition to keeping up with their daily tasks.
Potential Courses Of Action:	The board can consider awarding a contract to Allied for this service. This is the best course of action as it reduces the chance of a worker's compensation claim and puts the liability on the moving company should anything be damaged during the move. The board can consider directing staff to move all the offices. This is the least favorable course of action as it exposes the county to liability for injuries and the county would have to replace anything damaged during the move.
Contract Term:	The contract will be for the duration of the move and until such time any punch list items after the post move survey are rectified.
Budget Impact:	These costs are covered as part of the project.
Staff Recommendation:	The recommendation of staff is to award a contract for moving services to Allied. This company moved the library and there were no issues with the service provided.
Attachments:	Allied Qualifications submission Allied Cost proposal Moving Services



April 23, 2021

RFP 2021-003
Moving/Relocation Services

Ryan,

Let me start by stating that we greatly appreciate the opportunity to submit a proposal on the Relocation Project for Lumpkin County Board of Commissioners. To reiterate, we are excited about the possibility of performing a task such as this that allows us to hopefully initiate a relationship that can be of value to both entities for many projects to come. The pricing schematic, outlined in the Pricing Exhibit (pages 3 & 4) reflect all in price based on the various tasks outlined in the agreed upon Move Schedule.

As stated in the initial paragraph, we are seeking to perform all duties associated with the moving scope and move management services for this project. The performance of these duties, particularly with office relocations, are the ideal project for Allied Commercial Services and we look forward to the opportunity in partnering with you on this endeavor.

The advantages of doing business with Allied Commercial Services:

- a. Eliminates the need for excessive vendor management
- b. Efficient timeline management
- c. Having a partner with proven past experience in office relocations

All activities in this initiative will be priced according to the schematic provided in the Project Summary and all positively impacted contracted tasks will be performed in a manner to maximize the benefits related to a single source provisional stance.

Jeremy Pritchett
Senior Vice President, Business Development
Allied Commercial Services, Inc.
Office: 706.660.5193
Cell: 706.573.5953

Attachment: Allied Qualifications submission (2021-024 : Kelley Building Moving Contract)

(Volume I – Qualifications Proposal)

Project Methodology – Relocation Services

No matter the size of your business, we'll manage every detail of your relocation move to ensure you experience efficient results and most importantly little to no impact to your tenants. Careful, thoughtful prior preparation is essential for a successful relocation. Exact details need to be ironed out prior to the commencement of the move. Picking a mover with past, proven performance and experience can make your relocation seamless and cost efficient.

Working with Allied Commercial Services is simple and straight forward because we customize our approach to fit your needs, to deliver your move by planning it carefully around your requirements, schedule and budget.

Getting the right crew for the right job is essential to any move and/or relocation project. Allied Commercial Services generates the optimum crew size to accomplish all projects with little or no downtime. Our relocation services include a staff of only our trained, professional movers, having the ability to minimize damage, maximize performance and generate a fun and positive experience for our staff and our clients.

Experience:

Our expertise in move management relocation guarantees your move will be seamless and successful. Our expertise in move management allows us to quickly and easily access and prepare your tenants for a smooth and seamless transition. We work closely with your team to go through the move process step by step and answer all questions to erase any ambiguity. Our goal is to eliminate obstacles before they happen.

Recent Moves/Relocation Projects:

- Winter Construction Company (Atlanta to Chamblee, GA)
- Anue Water Technology (Tucker, GA)
- The Burkes Company (Atlanta to Alpharetta, GA)
- Main Central Library (Atlanta, GA)
- Lumpkin County Library (Dahlonega, GA)

Qualifications/Abilities of Professional Personnel:

Our knowledgeable and expert teams will make sure your move is well-organized and runs smoothly throughout the process by overseeing every detail of your project. We are dedicated to giving you excellent service while meeting the demands of your project timeline(s). At the beginning of your relocation project, we appoint a move consultant who provides you with a customized plan, built around your exact specifications. Our experienced relocation teams combine tried-and-tested methods along with innovation in order to deliver the best possible results.

(Client References)

Evan Jahn
Senior Project Manager, Heery Russell
Atlanta, GA 30303
(706) 545-4031 (Office)
(678) 925-0888 (Cell)
ronnie.whittington@us.army.mil

Robert E. Davis III
Vice President
Holder, Hunt, Russell, Moody,
A Joint Venture MERCEDES-BENZ STADIUM
38 Mangum St. SW, Atlanta, GA 30313
404-581-4740 (office)
678-249-8382 (Cell)
rdavis@hhrmjv.com

Belinda A. Morrow
Program Manager
2M Design Consultants, Inc.
3130 Hartridge Dr Johns Creek, GA 30022
(404) 931-3888
bmorrow@2mdesignconsultants.com

Christine Argo
Project Manger
CT-Darnell Construction, WTD Holdings, Inc,
2255 Justin Trail
Alpharetta, GA 30004
(404) 277-0819
Christine.Argo@ct-darnell.com

VOLUME II - COST PROPOSAL & REQUIRED DOCUMENTS

*The below price reflects the total cost for the Scope of Services outlined in this proposal. Price includes all costs associated with an on-site project manager, laborers/movers, trucks, fuel, drivers, equipment, travel, delivery of packing material, etc.

Cost Breakdown:

Packing Material/Delivery:

- (boxes, tape, wrapping paper). Labels built into professional move box

\$1,200

IT Equipment Move:

- Only computers, no printers unless desktop printer (owned)

\$850

General Move Cost:

- Consists of loading/moving all staffs' furniture, fixtures, equipment, boxed items, file cabinets, and necessary padding and protection for the transport of all items into new location.

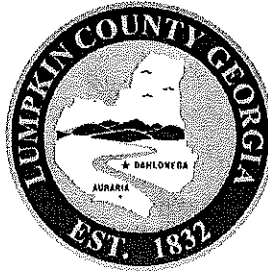
\$6,700

TOTAL Project Cost: (includes all pricing line items above)

\$8,750.00

*The above price reflects the total cost for the Scope of Services outlined in this proposal. Price includes all costs associated with an on-site project manager, laborers/movers, trucks, fuel, drivers, equipment, book carts, dollies, packing material, storage costs, etc.

Attachment: Allied Cost proposal (2021-024 : Kelley Building Moving Contract)



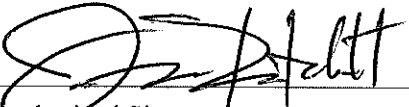
PROPOSER'S TECHNICAL CHECKLIST PROPOSAL SUBMITTAL PACKET
(For use with Volume I- Qualifications Proposal)

Company: Allied Commercial Services

Please indicate you have completed the following documentation and submit them in the following order:

****Do not include pricing information in this volume**

- ☒ Proposers Qualification Sheet
- ☒ Tab 1- Project Approach (Methodology)
- ☒ Tab 2- Experience on Similar Projects
- ☒ Tab 3- Qualifications and Abilities for Professional Personnel Projects
- ☒ Tab 4- Client References for Similar Projects


 Authorized Signature

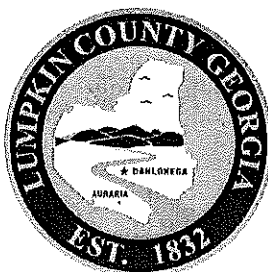
Senior Vice President
 Title

Jeremy Pritchett
 Print Name

4-22-21
 Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

Attachment: Allied Cost proposal (2021-024 : Kelley Building Moving Contract)



PROPOSER'S QUALIFICATION SHEET

All references must include information for whom your company has completed work similar to the Scope of Work in this Proposal. Attach additional page if necessary.

Company Name: Allied Commercial Services

Company <u>Winter Construction Company</u>	
Street Address <u>5616 Peachtree Rd,</u>	
City, State & Zip <u>Chamblee, GA 30341</u>	
Contact Person Name <u>Natalie Adelmund</u>	Title <u>Executive Assistant</u>
Phone <u>404.965.3327</u> FAX _____	Email <u>nadelmund@winter-construction.com</u>
Describe Scope of Work and dates of project/service: <u>Full Relocation of their</u> <u>company from downtown ATL to Chamblee. Jan 2020</u>	
Company <u>LaGrange Memorial Library</u>	
Street Address <u>115 Alford Street</u>	
City, State & Zip <u>LaGrange, GA 30240</u>	
Contact Person Name <u>Keith Schuermann</u>	Title <u>Director of Library</u>
Phone <u>678.577.2241</u> FAX _____	Email <u>kschuermann@gmail.com</u>
Describe Scope of Work and dates of project/service: <u>Relocation of Library</u> <u>to temporary location (renovation). Feb 2021</u>	
Company <u>CT-Darnell</u>	
Street Address <u>2255 Justin Trail</u>	
City, State & Zip <u>Alpharetta, GA</u>	
Contact Person Name <u>Christine Argo</u>	Title <u>Senior Project Mgr</u>
Phone <u>404.931.3888</u> FAX _____	Email <u>Christine.Argo@CT-Darnell.com</u>
Describe Scope of Work and dates of project/service: <u>Relocation of 6 libraries</u> <u>as part of Group 3 Library Project. Various projects in 2020.</u>	

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

Attachment: Allied Cost proposal (2021-024 : Kelley Building Moving Contract)



PROPOSER'S FINANCIAL CHECKLIST AND PROPOSAL SUBMITTAL PACKET
(For Use with Volume II- Cost Proposal)

Company Name: Allied Commercial Services

Please indicate you have completed the following documentation and submit them in the following order:

- ☒ Proposer's Information
- ☒ Execution of Proposal
- ☒ Proposal Fee Form
- ☒ Affidavit of Non-Collusion
- ☒ Drug-Free Workplace
- ☒ Addenda Acknowledgement
- ☒ Georgia's Security and Immigration Compliance Act Affidavit
- ☒ Completed W9
- ☒ Proof of Insurance


 Authorized Signature

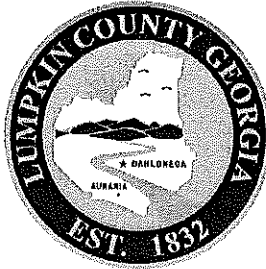
Senior Vice President
 Title

Jeremy Pitabett
 Print Name

4-22-21
 Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

Attachment: Allied Cost proposal (2021-024 : Kelley Building Moving Contract)



PROPOSER'S INFORMATION FORM

1. Legal Business Name Allied Commercial Services
 2. Street Address 5427 Armour Road, Suite B
 3. City, State & Zip Columbus, GA 31909
 4. Type of Business: State of Registration: Corporation
(Association, Corporation, Partnership, Limited Liability Company, etc.)
 5. Name & Title of Authorized Signer: Jeremy Pritchett / Senior Vice President
 6. Primary Contact: Jeremy Pritchett
 7. Phone: 706.573.5953 Fax: _____
 8. E-mail jeremy@alliedcommercialservices.com
 9. Company Website www.alliedcommercialservices.com
 10. Has your company ever been debarred from doing business with any federal, state or local agency?
Yes _____ No ☒
- If yes, please state the agency name, dates and reason for debarment.
- _____
- _____
- _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



PROPOSER'S EXECUTION OF PROPOSAL FORM

DATE: 4-22-21

The potential Contractor certifies the following by placing an "X" in all blank spaces:

- ☒ That this bid was signed by an authorized representative of the firm.
- ☒ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ☒ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ☒ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

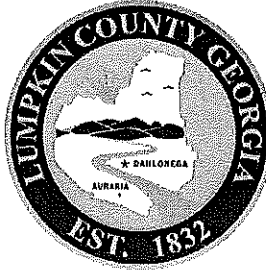
Therefore, in compliance with the foregoing proposal, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Allied Commercial Services
Business Name

[Signature] 4-22-21
Authorized Signature Date

Jeremy Pritchett Senior Vice President
Typed Name & Title

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



PROPOSAL FEE FORM

I have read and understand the requirements of this **RFP # 2021-003 MOVING SERVICES** and agree to provide required services in accordance with this proposal and all other attachments, exhibits, etc. I understand that the County will not be responsible for the reimbursement of any costs not specifically set forth in this proposal.

Total Project Cost \$ 8,750.00

I hereby certify that this Financial Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same services and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this Financial Proposal.

Company Name Allied Commercial Services

Authorized Signature [Signature]

Print Name Jeremy Pitchett Date 4-22-21

Attachment: Allied Cost proposal (2021-024 : Kelley Building Moving Contract)



PROPOSER'S AFFIDAVIT OF NON-COLLUSION

I, Jeremy Pritchett, certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid/proposal for the same services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences, and civil damages awards.

I certify that I did not prevent or attempt to prevent competition in bidding or proposals by any means whatsoever. I did not prevent or endeavor to prevent anyone from making a bid or proposal by any means whatever. I did not, nor will I, cause or induce another to withdraw a bid or proposal for the work.

I have not directly or indirectly violated subsection (d) of O.C.G.A. § 36-91-21, nor has any officer, representative, agent or other person acting on behalf of my company.

If this oath is false, the contract shall be void, and all sums paid by Lumpkin County on the contract may be recovered by appropriate action.

COMPANY NAME: Allied Commercial Services

[Signature]
Authorized Representative (Signature)

4-22-21
Date

Jeremy Pritchett / Senior VP
Authorized Representative/Title

Jeremy Pritchett
(Print or Type)

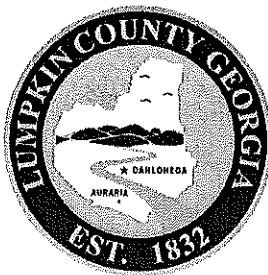
This affidavit is given this 22nd day of April, 2021.

Sworn to and subscribed before me this 22nd day of April, 2021.

Kendra Fishburne
Notary Public

February 19th 2022
Commission Expires

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



DRUG FREE WORKPLACE FORM

I hereby certify that I am a principle and duly authorized representative of: _____

Allied Commercial Services

whose address is: 5427 Arrow Road, Columbus GA 31909
Suite B

And it is also that:

1. The provisions of Section § 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; and,
2. A drug free workplace will be provided for the CONTRACTOR'S employees during the performance of the contract; and,
3. Each subcontractor hired by the CONTRACTOR shall be required to ensure that the subcontractor's employees are provided a drug free workplace. The CONTRACTOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with

Allied Commercial Services

Name of Sub Contractor

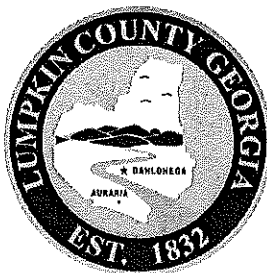
certifies to the CONTRACTOR that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section § 50.24.3"; and,

4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

[Signature]
Signature

4.22.21
Date

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



ADDENDA ACKNOWLEDGEMENT

The Proposer has examined and carefully studied the proposal and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

[Signature]
Authorized Representative (Signature)

7.22.21
Date

Jeremy Pitchett / Senior VP
Authorized Representative/Title
(Print or Type)

Proposers must acknowledge any issued addenda. Bids which fail to acknowledge the Proposer's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



RFP#2021-003 MOVING/RELOCATION SERVICES

ADDENDUM 1

Return to: Lumpkin County Board of Commissioners
 Ryan McDuffie, Purchasing Agent
 99 Courthouse Hill, Suite D
 Dahlonega, GA 30533

Bid Closing Date: April 27, 2021 at 2:00 PM, EST

Bid Issue Date: March 31, 2021

Addendum Issue Date: April 21, 2021 at 5:00 PM, EST

Pages: 2

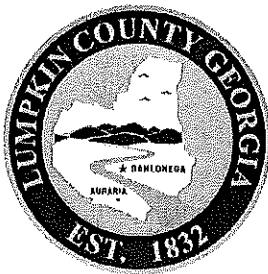
By: Ryan McDuffie, Purchasing Agent

Vendor Name: Allied Commercial Services
 (A copy must be attached to the Addenda Acknowledgement)

1. Are the tvs in the Fire Marshal's offices being moved? Will the moving crew be responsible for installation?
 - a. Yes, no.
2. Are the desks in both Fire Marshals' offices being moved?
 - a. No, just one existing desk set of furniture is being moved. There may be other items in the 2nd office, but not an actual desk.
3. Does the awarded vendor need to provide packing materials such as boxes, tape, padding?
 - a. Yes.
4. Is the County packing all of their own stuff or will the awarded vendor be responsible for packing any of the items?
 - a. County staff will pack their items.
5. Will the awarded vendor be responsible for moving any of the large leased printer/copiers?
 - a. No.
6. Will the awarded vendor be responsible for moving the GIS printer?
 - a. No.
7. Will the awarded vendor be responsible for moving any of the technology such as computers, phones, printers?
 - a. Yes, the desktop printers, computers, and telephones should be moved but the County will be responsible for plugging them back in or hooking them back up.
8. There are rails and moving file cabinets in the Planning office. Will the awarded vendor need to move

and reinstall those?

- a. No, that will be moved by a different contractor and reinstalled.
9. Confirm the number of offices that will be moved.
- a. ~14.
10. Can you give any idea of the amount of furniture that will need to be moved?
- a. At least 13 desks, and the associated task chairs, filing cabinets, side chairs, drafting tables, bookcases, etc. If a more extensive list is needed, staff will need time to survey each area and provide a more comprehensive list in a separate addendum.



Georgia Security & Immigration Compliance (GSIC) Act Affidavit

As per the Georgia Senate Bill 529 and Senate Bill 447, the Georgia Department of Labor has promulgated new rules for the implementation of Section 2. O.C.G.A. §13-10-91 and Chapter 300-10-01-.02 state that no Georgia Public Employer shall enter into a contract for *the physical performance of services within the State of Georgia* unless the Contractor registers and participates in a federal work authorization program to verify the work eligibility information of all of its new employees.

The Employment Eligibility Verification "E-Verify" site operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security is the electronic federal work authorization program to be utilized for these purposes.

The website is <https://e-verify.uscis.gov/enroll/>

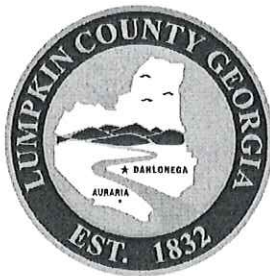
By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. §13-10-91 stating affirmatively that the individual, firm, or corporation which is contracting with the Lumpkin County Board of Commissioners has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. §13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the Sub-Contractor(s) is retained to perform such services.

PLEASE COMPLETE THE ATTACHED AFFIDAVIT AND RETURN IT TO:

Ryan McDuffie
Lumpkin County Purchasing Agent
99 Courthouse Hill, Suite D
Dahlonega, GA 30533
Fax: (706) 482-2201
Email: ryan.mcduffie@lumpkincounty.gov

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



LUMPKIN COUNTY BOARD OF COMMISSIONERS SAVE Affidavit

(Systematic Alien Verification for Entitlements)

Affidavit for a Public Benefit as required by the Georgia Immigration Reform and Enforcement Act of 2011

By executing this affidavit under oath, as an applicant for a public benefit as referenced in the Georgia Illegal Immigration Reform and Enforcement Act of 2011 [O.C.G.A. § 50-36-1(e) (2)], I am stating the following:

✓ I am a United States citizen; or

 I am a legal permanent resident of the United States*; or

 I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

*Alien registration number for non-citizens issued by the Department of Homeland Security or other federal immigration agency is:

At least one secure and verifiable document for identification purposes must be provided as required by O.C.G.A. § 50-36-1 (e) (1). See list on page 2 of this document.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia and face criminal penalties as allowed by such criminal statute.

Allied Commercial Services

Applying on behalf/Name of associated business

Jeremy Pritchett
Signature of Applicant

4.22.21
Date

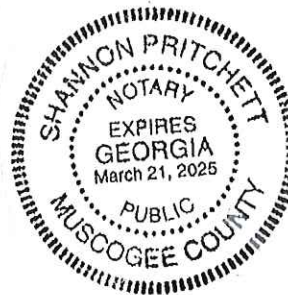
Jeremy Pritchett
Printed Name

SUBSCRIBED AND SWORN BEFORE ME ON THIS
THE 23rd DAY OF April 2021

Shannon Pritchett

Notary Public

My Commission Expires: March 21, 2025



***NOTE:** O.C.G.A. 50-36-1(e) (2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provides their alien registration number. Because legal permanent residents are included in the Federal definition of "alien," legal permanent residents must also provide their alien registration number. [Page 1 of 2]
THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL



SECURE AND VERIFIABLE DOCUMENTS UNDER O.C.G.A. §50-36-2

[Issued August 1, 2011 by the Office of the Attorney General, Georgia]

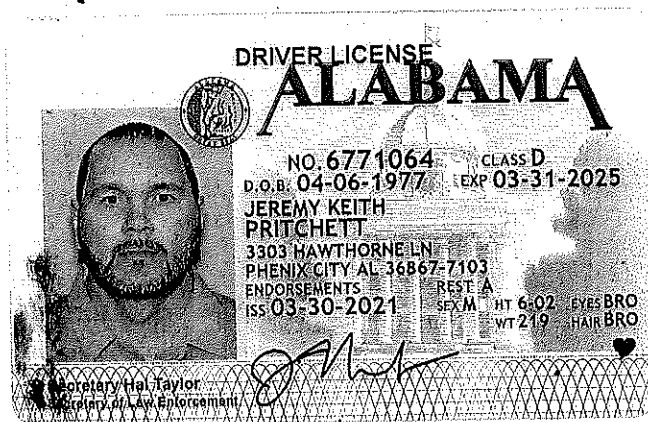
The following list of secure and verifiable documents, published under the authority of O.C.G.A. §50-36-2, contains documents that are verifiable for identification purposes, and documents on this list may not necessarily be indicative of residency or immigration status.

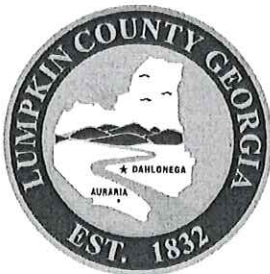
INDICATE AND ATTACH A COPY OF THE DOCUMENT (Front and back)

- ☐ United States passport or passport card
- ☐ United States military identification card
- ☐ Merchant Mariner Document or Merchant Mariner Credential issued by the United States Coast Guard
- ☐ Secure Electronic Network for Travelers Rapid Inspection (SENTRI) card
- ☒ Driver's license issued by one of the United States, the District of Columbia, the Commonwealth of the Northern Mariana Islands, the United States Virgin Islands, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the United States Virgin Islands, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Tribal identification card issued by one of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the United States Virgin Islands, American Samoa, or the Swain Islands, provided that it contains a photograph of the bearer or lists sufficient identifying information regarding the bearer, such as name, date of birth, gender, height, eye color, and address to enable the identification of the bearer.
- ☐ Passport issued by a foreign government
- ☐ Free and Secure Trade (FAST) card
- ☐ NEXUS card
- ☐ United States Permanent Resident Card or Alien Registration Receipt Card
- ☐ Employment Authorization Document that contains a photograph of the bearer.
- ☐ Certificate of Citizenship issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-560 or Form N-561]
- ☐ Certificate of Naturalization issued by the United States Department of Citizenship and Immigration Services (USCIS) [Form N-550 or Form N-570]

[Page 2 of 2]

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL





E-Verify Affidavit

Georgia Security & Immigration Compliance (GSIC) Act (CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT

The Lumpkin County Board of Commissioners and Contractor agree that compliance with the requirements of O.C.G.A. §13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, *stating affirmatively that the individual, firm, or corporation which is contracting with the Lumpkin County Board of Commissioners has registered with and is participating the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll/> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.* The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the Lumpkin County Board of Commissioners, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the Lumpkin County Board of Commissioners of the hiring a new subcontractor and will provide Lumpkin County Board of Commissioners with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by Lumpkin County Board of Commissioners at any time and to provide a copy of each such verification to the Lumpkin County Board of Commissioners at the time the subcontractor(s) is retained to perform such services.

1580761
E-Verify Employment Eligibility Verification User Identification Number

8/25/20
Date of Authorization to Use Federal Work Authorization Program

Allied Commercial Services
NAME OF CONTRACTOR

Senior Vice President
Title of Authorized Officer or Agent of Contractor

[Signature] Jeremy Pritchett
Signature and Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23rd DAY OF April, 2021

Shannon Pritchett
Notary Public

My Commission Expires: March 21, 2025

* As of the effective date of O.C.G.A. §13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. Sec. §13-10-91. History: Original Rule entitled "Contractor Affidavit and Agreement" adopted. F. May 25, 2007; eff. June 18, 2007, as specified by the Agency.

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

Request for Taxpayer Identification Number and Certification

Give Form to
requester. Do not
send to the IRS.

18.b

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Allied Commercial Services

2 Business name/disregarded entity name, if different from above
Allied Logistics

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ **S Corporation** ☒ Partnership ☐ Trust/estate ☐
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐
 Other (see instructions) ▶ ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) ☐
 Exemption from FATCA reporting code (if any) ☐
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5427 Armore Road, Suite B

6 City, state, and ZIP code
Columbus, GA 31909

Requester's name and address (optional)

List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a*

Social security number								

TIN on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

or
Employer identification number

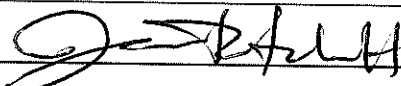
8	3	-	4	4	2	8	6	7	9
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **4.22.21**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a) 11—

A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ³
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**CONTRACT FOR MOVING SERVICES
PROJECT NUMBER 2021-003**

This agreement is made and entered into this ____ day of May, 2021, 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 **Allied Commercial Services, Inc.**, 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 all necessary labor, materials and equipment to move the following offices to the Kelley Building located at 342 Courthouse Hill, Dahlonega, GA 30533:

Location Name and Street Address:

Development Authority of Lumpkin County
194 Courthouse Hill
Dahlonega, GA 305333

Lumpkin County Fire Marshal
57 Pinetree Way
Dahlonega, GA 30533

Lumpkin County Planning Department/GIS/Environmental Health
56 Short Street
Dahlonega, GA 30533

Contractor shall provide all packaging material, including boxes, tape and wrapping paper. Contractor shall clearly label all boxes.

Contractor shall load and move all furniture, fixtures, equipment, computers and desktop printers, boxed items, and files cabinets. Contractor shall provide all necessary padding and protection for the transport of all items to the new location.

Contractor shall be paid a total of \$8,750.00 for the Work. Contractor shall provide an invoice to the County at the completion of the Work. All invoices shall be paid within 30 days.

2. TIME OF WORK

County buildings 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. The County anticipates the relocation to begin on a Friday afternoon and be completed prior to the reopening of County offices the following Monday morning.

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 United States mail a letter which is either certified or registered, with return receipt requested, addressed to the Contractor at the following address:

Allied Commercial Services, Inc.
Attn: Jeremy Pritchett
5427 Armour Road, Ste B
Columbus, GA 31909

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 entire Request for Proposal issued by Lumpkin County on March 31, 2021, and Addendum 1 issued April 21, 2021, shall be deemed part of this contract.

County:

Contractor:

Lumpkin County:

Allied Commercial Services, Inc.

By:

By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Jeremy Pritchett, Senior Vice President

[Corporate Seal]

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Attachment: Moving Services (2021-024 : Kelley Building Moving Contract)



Lumpkin County, Georgia

Parks and Recreation Department

Date:	May 18, 2021
Agenda Item:	United Futbol Academy Soccer
Item Description:	This is a request for a renewal of the Contract for the United Futbol Academy Field Use Agreement for Soccer Programming.
Facts & Historical Information:	We have been under contract with UFA since at least the 2014 Calendar year as our provider of youth soccer. UFA is the only recreational soccer program that operates in Lumpkin County. By contracting with UFA, this allows the Parks and Recreation Department to allocate resources to focus on other sports which run concurrently with the soccer seasons. The majority of counties that we partner with for other sports utilize UFA, which offers a cohesiveness amongst our athletic programs.
Potential Courses Of Action:	1. Renew the contract with UFA. 2. Re-bid the contract. 3. Assume the management of soccer programming internally.
Budget Impact:	Should the BOC desire to assume management of soccer programming internally, a budget amendment would be required. This amendment would need to appropriate enough money for providing staff coverage at all practices and games. Additionally, Referees would need to be hired for each game, and supplies such as goals, nets, balls, cones, flags, and other practice equipment would need to be purchased and maintained.
Staff Recommendation:	Staff recommends renewing the contract for 2021 with UFA.
Attachments:	2021-2022 Futbol (Soccer) Contract (UFA)

LUMPKIN COUNTY PARK & RECREATION
 2021 - 2022 Activity Period
 TERMS OF FIELD USE AGREEMENT WITH UNITED FUTBOL ACADEMY

This field use agreement has been entered into as of June 1, 2021, between Lumpkin County (Lessor) and United Futbol Academy (Lessee), 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, 2021, through May 31, 2022, unless terminated in accordance #25 and #26 as stated below.

Lessor and Lessee 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 the Lessee 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 the Lessee 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. Lessee further agrees to simultaneously provide the LCPR Athletic Coordinator with the same information.

8. It is the responsibility of the Lessee to train, schedule, communicate with and pay officials in accordance with their policies.

9. Lessee agrees to keep all soccer facilities and fields clean, neat and free of debris before, during and after all scheduled activities.

10. Lessee 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. Lessee agrees to limit field use to prearranged and designated times. Lessee further agrees to adhere to the LCPR Field Closed portion of the agreement making LCPR the final say in these situations.

12. Lessee agrees to coordinate field design and lay out with the Athletic Coordinator. Once space is agreed upon by both parties Lessee 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. Lessee agrees to have a representative present 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. Lessee agrees to meet with the LCPR Athletic Coordinator monthly for the purpose of discussing issues, planning and disseminating information necessary for the successful operation of soccer programs in Lumpkin County.

16. Lessee agrees to limit rosters and participation in Lumpkin County leagues to no more than 20% non-Lumpkin residents. Lessee 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. Lessee agrees to maintain the registration fee structure for soccer programming in Lumpkin County at a rate agreed upon by LCPR Director and UFA. 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. Lessee 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. Lessor will not be held liable for the damage or loss of property of the Lessee.
20. Lessee will be permitted to utilize any equipment, which is the property of LCPR until such time as it is rendered no longer usable. Lessee agrees to provide all additional equipment necessary for the operation of its programs and activities.
21. Lessee must include Lumpkin County and LCPR in its "hold harmless" agreement on all registration forms, both electronic and hard copy.
22. Each season Lessee 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, Lessee 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, Lessor 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, Lessee will be afforded field privileges through the end of the current regular spring or fall season schedule.

26. If Lessee should choose to opt out of this agreement, Lessee agrees to give a minimum 30 days written notice and complete any ongoing activity period, season or schedule.

UFA Director (Lessee)
Printed Name:

Date_____

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Date_____



Lumpkin County, Georgia

Emergency Services Department

Date:	May 18, 2021
Agenda Item:	GEMA Emergency Management Performance Grant (EMPG) FY-2020
Item Description:	This is the annual agreement renewal of the EMPG, between GEMA, (Georgia Emergency Management Agency), and Lumpkin County Emergency Management Agency.
Facts & Historical Information:	Lumpkin County has identified the need to hold the position of an Emergency Manager and agency for the county. By doing this, it has opened many grant opportunities that the county has and will continue to benefit from. This partnership not only has created these grant opportunities, but it is a great asset in helping to provide the safety and protection for the citizens and visitors of Lumpkin County in times of disasters.
Potential Courses Of Action:	A) Accept the proposed agreement and utilize the grant opportunities to aide in the safety and protection of our citizens and visitors. B) Reject the agreement and fund all projects out of our general funds.
Budget Impact:	This agreement is a one for one cash match, but the cash match can be met by utilizing part of the county's EMA Deputy Director's salary, which in turn makes this budget neutral, due to the fact that the Directors' salary and position is already budgeted for.
Staff Recommendation:	It is our recommendation to accept this renewal agreement between GEMA and the Lumpkin County Emergency Management Agency. This will ensure that our citizens and visitors have the highest standards of safety and protection available and also ensure that the vision and goals of our mission for Lumpkin County Emergency Management can be achieved.
Attachments:	Application

Application - Lumpkin County EMPG 2020

Routing in Progress: Field Staff Review (Step 2 of 6)

Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title: Lumpkin County EMPG 2020

Total Project Cost: \$0.00

Eligible Amount: \$0.00

Federal Allocated Amount: \$10,603.00

Funding Sources: Federal - \$0.00
State - \$0.00
Local - \$0.00

FEMA Obligation Data: Federal Number - < no value >

Workflow Summary

Current Step: 2) Field Staff Review
Description: The Applicant completes the Application, then advances it to the State for approval.

Recipients: EMPG Field Staff (Full Access)

Last Advanced: Apr 30, 2021 at 10:50 AM by Lorraine Morris

Last Note Added: Apr 30, 2021 at 10:50 AM by Lorraine Morris

Submission: Apr 30, 2021 at 10:50 AM by Lorraine Morris

Grant

2020 Emergency Management Performance Grant

Emergency Management Performance Grant

Declared: September 15, 2020

Closed: June 30, 2021

Applicant

Lumpkin County EMA

Name (Legal): Lumpkin County Emergency Management Agency Lumpkin County

FIPS: 187-99187

FEIN #: 58-6000857

Vendor #: 0000014631

DUNS #: 145409260

Type: County Government

Physical: 57 A Pine Tree Way
Dahlonega, GA, 30533

Mailing: 57 B Pine Tree Way
Dahlonega, GA 30533
Dahlonega, GA, 30533

Attachment: Application (2021-026 : GEMA Emergency Management Performance Grant (EMPG) FY-2020)

Introduction

Summary Information

Grant: 2020 Emergency Management Performance Grant

Project Type: EMPG Base Award

Title: Lumpkin County EMPG 2020

Used to help identify the Project. Ex: "Jurisdiction - Project Name".

This application contains Work Activity and Costs in the following areas:

Personnel

Hold Ctrl key to select multiple areas. More Info 

Program Participants:

Lumpkin County Emergency management consists of Lumpkin County and the City of Dahlonega.

List all jurisdictions that are participants in your emergency management program. Identify any jurisdictions that have joined or withdrawn from your program in the last year.

Local Goals / Objectives for this EMPG Grant:

Our Goal is to continue to provide EMA personnel for Lumpkin County (Deputy Director) and the City of Dahlonega. to enhance our abilities to mitigate, respond to and recover from emergencies within our jurisdiction.

For example: enhance warning systems, direction & control, etc.

Primary Contact:

Lorraine Morris - EMA Deputy Director

[Edit](#)

Email Address: lorraine.morris@lumpkincounty.gov

Phone: 706-973-0699

Alternate Contact:

David Wimpy - Chief / EMA Director

[Edit](#)

Email Address: david.wimpy@lumpkincounty.gov

Phone: 706-482-2641

Authorized Contact:

Abby Branan - CFO

[Edit](#)

Email Address: abby.branan@lumpkincounty.gov

Emergency Management
Director:

David Wimpy - Chief / EMA Director

[Edit](#)

Email Address: david.wimpy@lumpkincounty.gov

Phone: 706-482-2641

Grant Financial Officer:

Abby Branan - CFO

[Edit](#)

Email Address: abby.branan@lumpkincounty.gov

Project Details

Do you anticipate using
EMPG Funds towards
projects that involve new
construction or installation of
equipment, E.g. generators,
alarm systems, etc?

No

Do you anticipate using
EMPG Funds towards
projects that effect or involve
modification of buildings or
structures 50 years old or
older?

No

Do you anticipate using
EMPG Funds towards
projects for the installation of
new communication towers,
or the replacement of existing
communications towers?

No

Project Description:

salary for deputy director position

Provide a complete project description. The project description should contain a summary of what specific action is proposed, where it is proposed, how it will be implemented. Include a brief description of the objectives the project is designed to accomplish (the purpose), and the reason the project is needed. If multiple sites are involved, provide the summary for each site.

Project Location

Address Line 1:

Address Line 2:

City:

State:

GA - Georgia

Zip Code:

Latitude:

Longitude:

Base Award Payment Request

☒ Under penalty of perjury, I certify that to the best of my knowledge and belief that all requirements of the 2019 Performance Partnership Agreement (PPA) with the Georgia Emergency Management & Homeland Security Agency have been satisfied. I hereby request payment of the 2020 EMPG Base Award to cover expenses for the period of Sep 15, 2020 through Jun 30, 2021.

Signed by Lorraine Morris on Apr, 30, 2021 ([clear signature](#))

Mailing Address

Address Line 1:

57 pinetree way

Address Line 2:

City:

dahlonega

State:

GA - Georgia

Zip Code:

30533

Federal Funding Accountability and Transparency Act Certification (FFATA)

You shall report the names and total compensation of each of the five most highly compensated executives for the preceding completed fiscal year, if:

- a. in the sub-grantee's preceding fiscal year, the sub-grantee received
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Are all of the above statements true?

No

Risk Assessment

Agency Tax Status?	Appropriated Division of the Town
Agency Fiscal Year:	Jan - Dec For example: July-June or Jan-Dec
Legal name of the entity to which the FTIN was assigned:	Lumpkin County Commissioner of Roads and Revenue
Does the Physical Address on file match your address as listed on SAM.gov?	No
Address Line 1:	99 Courthouse Hill
Address Line 2:	Finance
City:	dahlonega
State:	GA - Georgia
Zip Code:	30533
Is the Mailing Address on file correct?	Yes 57 B Pine Tree Way Dahlonega, GA 30533 Dahlonega Georgia 30533
Has your organization been audited in the past 12 months?	Yes, by an outside audit firm

Is your organization required to have a single audit conducted in accordance with the Single Audit Act (sub recipient expends \$750,000 or more in federal assistance during its fiscal year)?

Yes

Has the A-133 single audit been submitted to primary pass through Party?

No

Did the organization have significant audit findings from your last single audit regarding program non-compliance?

No

If the single audit has not yet been conducted, when will this be completed?

Jun 30, 2021

What type of accounting system do you use?

Automated

Does your organization have written policies and procedures for checks and balances of all fiscal transactions?

Yes

Does your organization maintain for inspection all the books, documents, payroll papers, accounting records and grant files pertaining to sub grant agreements and contracts for a period of three years after the close of the sub-grant?

Yes

Is the DUNS number on file for your organization correct?

No

DUNS Number:

010102408

Has the DUNS number been registered with the System for Award Management (SAM) at SAM.gov?

Yes

Expiration Date:

Oct 19, 2021

Costs

Fund Allocation

Federal Allocated Amount: \$10,603.00

The EMPG program requires a 50/50 match, which means that in order to be awarded the full allocated amount, the cost for this project must be no less than \$21,206.00. If your total project cost is less than this amount, you will only be awarded up to 50% of your total project cost.

Total Project Cost: \$0.00

Balance: \$21,206.00

Cost Line Items

Classification	Description	Qty	Price	Total
Application Total				\$0.00
Grand Total				\$0.00

Federal Allocation: \$10,603.00

Submitted to Date: \$0.00

Available Balance: \$10,603.00

Funding Sources

Method:	By Percent	By Amount	Funding Source / Other Agency
Estimated Federal Share:	50 %	\$0.00	
Estimated State Share:	50 %	\$0.00	
Estimated Local Share:	0 %	\$0.00	
Total Allocated:	100 %	\$0.00	

Documentation

Document Name:

Certification re: Lobbying, Debarment, Suspension, and
Drug Free Workplace

Actions:



Lumpkin County, Georgia

Parks and Recreation Department

Date:	May 18, 2021
Agenda Item:	UNG Swimming Pool Agreement
Item Description:	This is a contract for a usage agreement between the County and UNG for usage of their pool to instruct swimming lessons and conduct swim team practice.
Facts & Historical Information:	With the closing of the community pool, Parks and Recreation no longer has a facility to use for the instruction of swimming lessons, or for the swim team to practice. UNG has the only publicly accessible pool in the area. We utilized this facility, with the same usage agreement in 2019, and had a successful summer of swim lessons and had a competitive swim team. There were no reported problems or issues throughout the summer.
Potential Courses Of Action:	1. Approve the contract with UNG. 2. Choose to not offer swim team or swimming lessons.
Budget Impact:	The usage fee will be \$1,618, which is a decrease of \$182 from 2019.
Staff Recommendation:	Staff recommends approving the contract with UNG.
Attachments:	LCPR2021 Swim Contract

**License/Facilities Use Agreement
(For Use of Campus Facilities with No Overnight Lodging)**

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). Derek Leonard will serve as your primary contact and can be reached at 706-864-1622 or by e-mail at derek.leonard@ung.edu.

Permit Holder: Lumpkin County Parks and Recreation (LCPR)
Permit Holder Physical Address: 365 Riley Road, Dahlonega, GA 30533
Permit Holder Billing Address: 365 Riley Road, Dahlonega, GA 30533
Permit Holder Contact Person: Wade Chandler
Cell Number/Email: [706-864-3622](tel:706-864-3622)/wade.chandler@lumpkincounty.gov
Alternate Contact Person/Cell Number: Alicia Davis/706-482-2573

Name of "Event": LCPR **Summer Swim Lessons** and **Summer Swim Team**

Date/Time of Event: **Swim Lessons** - Monday - Thursday; June 7-10, June 14-17, June 21-24, June 28-July 1, July 12-15, July 19-22 2021; 12:00-1:00pm & 1:00-2:00pm; **Swim Team** - Monday - Thursday; May 17 - July 22, 2021; 7:00-8:30pm. Pool will be closed on July 4.

Estimated Number of Attendees: **Swim Lessons** - max 15 students; **Swim Team** – varies, one lifeguard for every 25 swimmers is required.

Does this Event Involve Minors: Yes

Area/Room Reserved: Memorial Hall Pool

Special Requirements:

- LCPR is responsible for all COVID related social distancing guidelines and must abide by all UNG guidelines when on UNG property.
- LCPR acknowledges that these programs involve minors and that as a requirement of this contract, LCPR must abide by all UNG policies and procedures regarding minors on campus, including background checks of all staff and volunteers.
- LCPR is required to limit swim lesson participants to a maximum of 15 per class. UNG reserves the right to reduce that number to 10.
- LCPR will maintain a 1:3 staff/child ratio.
- LCPR agrees to provide one lifeguard for every 25 swimmers during swim team practice.
- LCPR will require parents to stay in the pool area during their child's swim lesson and swim team practice. The dropping off of children without a parent or guardian remaining on premises is not allowed. Any child that is dropped off without a parent/guardian present will be unable to participate in programming for that day.
- LCPR is responsible for providing lifeguards, instructors, and any other staff as well as any compensation for such.
- LCPR will provide all equipment associated with swim lessons and swim team.
- LCPR will be unable to use the pool during any dates that UNG is closed.
- LCPR will provide parking permits to participants. Parking is limited to Lot 16 behind Memorial Hall and participants will not park in any faculty/staff, visitor, or restricted spaces.
- LCPR understands that on a rare occasion there may be a conflict between swim team practice and a UNG camp. Should this occur UNG will provide LCPR at least one week notice and practice for that day will be canceled.

- UNG may close the pool for maintenance or other unforeseen circumstances. In the event of a closure, LCPR is responsible for any refunds to participants associated with that closure. UNG will only be responsible for refunding LCPR any monies paid to UNG for UNG staff that are not needed due to the closure.
- UNG will use reasonable efforts to maintain the pool temperature between 80-81 degrees.
- UNG Recreational Sports will provide a UNG staff member to unlock and lock facilities and assist LCPR in monitoring locker rooms to ensure that only individuals associated with swim lessons or swim team are allowed in locker rooms during their scheduled times. **However**, LCPR is ultimately liable for who is in the locker rooms and pool area during their programs and for monitoring activity to ensure the safety of LCPR staff and participants.
- UNG will unlock facilities 15 minutes prior to the start of lessons and practice and will secure and lock the building 30 minutes after the activity's scheduled time. All participants, parents, and LCPR staff must vacate the facility within that timeframe.

UNG Personnel Services required: UNG will staff a worker to lock/unlock facilities and assist LCPR in monitoring access.

Permit Holder agrees to pay Owner the sum of usage fees as outlined below:

Facilities:	UNG Memorial Hall Pool and locker rooms	
	Pool chemicals	\$700.00
Equipment:	Provided by LCPR	NA
Additional Special Services:	UNG staffing during swim team @ \$8.50/hr	\$408.00
	UNG staffing during swim lessons @ \$8.50/hr	\$510.00

Other: The parties agree to use best efforts to agree to the terms of a facilities exchange for multiple recreational spaces, including the Memorial Hall Pool and locker rooms.

Total: \$1618.00 Required by: May 17, 2021

Agreement may be canceled by Permit Holder up to 2 weeks prior to the event. 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, may 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.

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, from the Permit Holder's use of the space licensed herein, 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 ten 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 fire or severe weather predictions. 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, 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 and Exhibit B Programs Serving Minors 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.

Permit Holder

Signature: _____

Date: _____

Name: _____

Title: _____

University of North Georgia (Owner)

Signature: _____

Date: _____

Name: Mac McConnell

Title: Sr. VP Business and Finance

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 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.



Lumpkin County, Georgia

Senior Center Department

Date:	May 18, 2021
Agenda Item:	Legacy Link Nutrition Program Services FY-2022 Contract
Item Description:	CONTRACT FOR SERVICES – SFY 2022 Lumpkin County Board of Commissioners will consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.
Facts & Historical Information:	Lumpkin County’s senior program was created over twenty-five (25) years ago. The Center has been operating for many years with services that are centered on traditional programming such as nutrition which includes home delivered and congregate meals, social activities, and transportation. These programs were created for older adults to age in place in their communities. Clients receiving meal services tend to be older adults, are isolated, often experiencing chronic health and mobility issues, and do not have access to transportation. These programs will always remain the core of the Center as the population continues to “age up” at a rapid rate and particularly for those who are most at-risk due to their socioeconomic status. Historically, funding for the Lumpkin County Senior Center (including cost of meals and operation of the Center) has largely been from federal grants appropriated through the Older Americans Act enacted in 1965, state grants and local sources. Legacy Link, Inc. is the Area Agency on Aging that administers federal and state funding allocations for the region that includes Lumpkin County. For SFY 2022 (July 1, 2021 – June 30, 2022), it is requested that the Lumpkin County Board of Commissioners consider entering into a contract with Legacy Link, Inc. for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County. Lumpkin County Senior Center is contracting to provide 6,500 congregate meals, 28,000 home delivered meals and a total of 1,527 wellness units (wellness units to include 739 units of Lifestyle Management services, 27 units of Nutrition Education services, 728 units of Physical Activity services and 33 units of Program Awareness/Prevention services).
Potential Courses Of Action:	A. Submit an approved and signed contract. B. Do not submit an approved and signed contract.
Comparison:	If Course A is chosen, the above referenced services will be provided to senior residents of Lumpkin County for the period July 1, 2021 through June 30, 2022. If Course B is chosen, operation of the Lumpkin County senior services program may be

suspended at the end of the current funding cycle (June 30, 2021).

Budget Impact:

This contract provides for a total of \$163,790 in revenue from federal and state funds. The County cash match is \$8,232. The revenue and match expense are included in the 2021 budget and has been included in the proposed 2022 budget.

Staff Recommendation:

It is recommended that the approved and signed contract be submitted to Legacy Link, Inc. Federal and state funds are necessary to continue to meet the needs of senior adults in Lumpkin County.

Attachments:

Legacy Link Contract

Parties: The Legacy Link, Inc.
P.O. Box 1480
4080 Mundy Mill Road
Oakwood, Georgia 30566
Phone No: 770-538-2650

Lumpkin County Board of Commissioners
99 Courthouse Hill Suite H
Dahlonega, Georgia 30533
Phone No: 706-864-3742

Subject: Nutrition Program

Term: July 1, 2021 to June 30, 2022

AGREEMENT

THIS AGREEMENT entered into this First day of July, 2021 between THE LEGACY LINK, INC., hereinafter referred to as the "Legacy", and the LUMPKIN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "Contractor".

W I T N E S S E T H:

WHEREAS, the Legacy has entered into an Agreement with the Department of Human Services of the State of Georgia for the purpose of carrying out a component of the Legacy Link, Inc., Area Agency on Aging Plan; and

WHEREAS, this component of said Area Plan on Aging is the provision of Nutrition and Nutrition Screening services to the elderly; and

WHEREAS, this component of said Area Plan also includes the provision of Wellness services to elderly persons; and

WHEREAS, the Legacy and the Contractor desire to enter into an Agreement to provide the aforementioned Nutrition, Nutrition Screening, and Wellness services in Lumpkin County;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto do hereby agree as follows;

1. Term. The term of this Agreement shall be from July 1, 2021 to 12:00 Midnight, Eastern Daylight Time, June 30, 2022.

2. Description of Services. The Contractor shall, in a satisfactory and proper manner as determined by the Legacy, perform the services described below with preference given to low income

minority and rural elderly.

(a) Operation of one (1) nutrition program site to be located in Lumpkin County;

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 6,500 units of congregate nutrition services to 50 elderly persons, 28,000 units of home-delivered nutrition services to 125 elderly persons, providing client assessment for services, nutrition education and any other activities which seem necessary to educate and inform the elderly of services in the community and/or to bring independence and dignity into their lives.

(c) Provide Wellness services for elderly persons in Lumpkin County as described in the Legacy Link, Inc., Area Agency Plan for the period July 1, 2021 to June 30, 2022. Services must be performed as provided in Section "D" of Title III of the Older Americans Act of 1965 as amended. A total of 739 units of Lifestyle Management services to 5,528 persons; a total of 27 units of Nutrition Education services to 221 persons; a total of 728 units of Physical Activity services to 10,192 persons; a total of 33 units of Program Awareness/Prevention services to 443 persons in Lumpkin County.

3. Supervision and Administration. The intent of the parties being that all funds provided hereunder to the Contractor be utilized for the provision of services, the Contractor shall be responsible for all administrative support incurred in the provision of the above-mentioned services and shall provide supervision and administration necessary for the provision of said services, and shall provide all costs of administrative support, supervision and administration in not less than the dollar amount specified in The Legacy Link Area Agency on Aging plan and continuation proposal for July 1, 2021 to June 30, 2022.

4. Reports.

(a) A financial report containing a statement of all

expenditures for the preceding month, a statement of cumulative expenditures under the Agreement to date, and a statement of all unexpended funds on hand shall be submitted by the Contractor to the Legacy by the fifth business day of the following month commencing with a report for the month of July, 2021.

(b) A program report describing services rendered pursuant to this Agreement during the preceding month shall be submitted by the Contractor to the Legacy on or before the fifth business day of the following month commencing with a report for the month of July, 2021.

(c) All reports shall be prepared on such forms and in such a manner as shall be prescribed by the Legacy.

(d) The Legacy reserves the right to refuse to accept or honor any report not timely filed.

5. Compensation.

(a) Subject to the timely filing of the reports described in paragraph four (4), and subject to payment by the Department of Human Services to the Legacy of the appropriate funds, the Legacy shall, on or before the twenty fifth day of each month commencing with the month of August, 2021, reimburse the Contractor for actual expenditures made pursuant to the Agreement for each preceding month based on the aforementioned financial report.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed Seventy Nine Thousand Eight Hundred Dollars (\$79,800.00).

(c) The Legacy agrees to provide federal and state funds for congregate meals in the amount of Thirteen Thousand Three Hundred Eight Dollars (\$13,308.00) and federal and state funds for home-delivered meals in the amount of Fifty Nine Thousand One Hundred Forty Three Dollars (\$59,143.00).

(d) The total compensation paid by the Legacy to the Contractor for Wellness services pursuant to this agreement shall not exceed Eleven Thousand Five Hundred Thirty Nine Dollars (\$11,539.00)

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Six Thousand Nine Hundred Fifty Dollars (\$6,950.00) will be available for nutrition site operations, and One Thousand Two Hundred Eighty Two Dollars (\$1,282.00) for Wellness services.

(b) The Contractor further agrees to insure local cash based on actual cost per meal and available federal and state funds for 6,500 congregate and 28,000 home-delivered meals.

The minimum cash requirement for the term of the Agreement being Twelve Thousand Four Hundred Thirty Two Dollars (\$12,432.00) for congregate meals and Fifty Two Thousand Eight Hundred Fifty Seven Dollars (\$52,857.00) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being One Hundred Forty Four Thousand Eight Hundred Eighty Four Dollars (\$144,884.00).

(c) Any donations collected during the term of this Agreement which are in excess of the local cash requirement must be used by the Contractor to expand services under this Agreement.

7. Unexpended Funds. Upon expiration or termination of this Agreement for any reason, all unexpended funds held by the Contractor shall revert immediately to the Legacy.

8. Right to Withhold Payment. The Legacy reserves the right to withhold contract payments under this Agreement if it appears to the Legacy that the Contractor is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this agreement, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or require improvement at the discretion of the Legacy in the programmatic performance of service delivery.

9. Collection of Audit Exceptions. The Contractor agrees that the Legacy may withhold net payments equal to the amount which has

been identified by an audit notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Legacy for the total exception by check.

10. Compliance with Laws and Regulations; Incorporation of Documents and Laws. The contracts and other documents, and the federal and state laws, regulations, guidelines, opinions, and standards listed below, as now or hereafter amended, are hereby incorporated into and made a part of this Agreement by reference. The Contractor shall comply with all of the foregoing in undertaking all of the obligations and duties assumed by it under this Agreement. The Contractor further assumes responsibility for full compliance with such laws, regulations, guidelines, opinions, and standards and agrees to fully reimburse the Legacy for any loss of funds or other resources resulting from noncompliance on the part of the Contractor, its agents, servants, or employees. The following documents are incorporated into, and made a part of, this Agreement by reference thereto:

(a) The Legacy Link, Inc., Area Agency on Aging Plan for July 1, 2021 to June 30, 2022.

(b) Agreement between the Legacy and the Georgia Department of Human Services to implement applicable provisions of the Older Americans Act of 1965, as amended.

(c) Georgia Office of Aging Title III Manual of Policies and Procedures

(d) 45 CFR - Part 74 Administration of Grants;

(e) Official Code of Georgia Annotated Sections 45-10-20 through 45-10-28 (Conflict of Interest);

(f) 45 CFR - Part 80 Civil Rights;

(g) 45 CFR - Part 92;

(h) Office of Management and Budget, Circular A-102;

(i) The "Single Audit Act of 1984" (PL 98-502);

(j) Reimbursement of travel expenses under this Agreement must not exceed rates in Statewide Travel Regulations.

(k) Section 1352 of PL 101-12 Prohibitions and Requirements Related to lobbying);

(l) Opinions of the Attorney General of Georgia;

(m) All other applicable federal, state and local laws, ordinances, resolutions and regulations.

11. Purchasing. All of the Contractor's purchases of supplies, equipment or services under this Agreement must be accomplished in accordance with 45 CFR - Part 74 Administration of Grants.

12. Maintenance of Records. The Contractor shall maintain such records and accounts, including property, personnel, and financial reports as deemed necessary by the Legacy to assure a proper accounting of all program funds, including both federal and nonfederal matching funds expended to enable the Legacy to comply with all federal and state financial accountability requirements. Contractor record retention requirements are five years from submission of final expenditure report. If any litigation, claims or audit is started before the expiration of five years, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved. These records shall be retained in a manner and for the period specified in 45 CFR - Part 74 Administration of Grants.

(a) At any time during normal business hours and as often as the Legacy may deem necessary, there shall be made available to the Legacy all of the Contractor's records with respect to all matters covered by this Agreement, and the Contractor will permit the Legacy or its designated representative to audit, examine and make excerpts from invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

13. Property. A property inventory record, including source of funds for acquisition, date of acquisition, cost of acquisition, description, model and serial numbers, shall be maintained accurately

by the Contractor in such form and manner as shall be specified by the Legacy on all non-expendable items of personal property acquired in whole or in part with funds disbursed pursuant to this Agreement. The Contractor shall report the acquisition of any property to the Legacy on Department of Human Services Form #5111. This report shall be made within 30 days of acquisition. Upon termination of this Agreement, an inventory report will be submitted to the Legacy for determination by the Legacy as to disposition of the personal property. The Contractor shall be responsible for reporting to the Legacy the loss, damage, theft or destruction of any property and for replacing and repairing such items.

14. Intangible Property, Inventions, Patents and Copyrights. The Contractor agrees that if patentable items, patent rights, processes, or inventions are produced in the course of work funded by this contract, to report such facts in writing promptly and fully to the Legacy. The Federal agency and the Georgia Department of Human Services shall determine whether protection on the invention or discovery shall be sought. The Federal agency and the Georgia Department of Human Services will also determine how the rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Public Law 96-517, OMB Circular A-124 as printed in 47 FR 7556.

15. Non-discrimination in Employment or Services.

(a) The Contractor agrees that it shall not discriminate against any persons in the provision of any services or in any terms or conditions of employment on the basis of political affiliation, race, color, religion, national origin, sex, age or handicap and will comply with all applicable Federal and State laws, rules, regulations and guidelines prohibiting discrimination.

(b) The Contractor shall adopt and implement an acceptable Affirmative Action Plan and shall furnish to the Legacy a copy of such plan.

(c) The Contractor further agrees that where the Legacy is

bound to compliance in any matter related to this Contract the Contractor will comply and will take such measures as the Legacy or the above laws, rules, guidelines and regulations indicate as being required to assure compliance.

(d) It is expressly understood that upon receipt of evidence of any such discrimination, the Legacy shall have the right to immediately terminate this Agreement.

(e) The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities or services for clients with disabilities. The Contractor agrees to require any subcontractor performing services funded through this contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

16. Workers' Compensation Insurance. The Contractor warrants to the Legacy that adequate workers' compensation insurance in the amount and form required by Georgia law is maintained on all employees of the Contractor. Upon the request of the Legacy, the Contractor shall furnish to the Legacy a certificate of insurance verifying the existence of the aforementioned insurance.

17. Criminal Records Investigations: The Contractor agrees that, for the filling of positions or classes of positions having direct care responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation which shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. The Contractor will provide the forms which will include the required data from the applicant. The Contractor agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information

Center together with the fee as required by said center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations. After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Legacy will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Georgia Department of Human Services, the Contractor will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.

18. Confidentiality of Individual Information. The Contractor agrees to abide by all state and federal laws, rules and regulations and policies of the Georgia Department of Human Services respecting confidentiality of individuals' records. The Contractor further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual client or responsible parent or guardian.

19. AIDS Policy. The contractor agrees not to discriminate against any client who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to it's' employees and to seek AIDS technical advice and assistance from appropriate health department office. The Contractor further agrees to refer clients requesting additional AIDS related services or information to the appropriate county health department.

20. Publicity. Any publicity given to the program or services provided herein including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contractor shall identify the Legacy Link, Inc. as a sponsoring agency. The Contractor shall not identify the Georgia Department of Human Services as a sponsoring agency without prior approval. The Contractor shall not display the

Georgia Department of Human Services name or logo in any manner without prior written authorization of the Commissioner.

21. Evaluation. The Legacy shall be allowed to carry out such monitoring and evaluation activities of the programs of the Contractor as is determined necessary by the Legacy.

22. Consultant/Study Contract. The Contractor agrees not to release any information, findings, recommendations or other material developed or utilized during or as a result of this contract until the information has been provided to the Legacy and ultimately to the Georgia Department of Human Services. Any research, study, review or analysis of clients served must be reviewed and approved by the Legacy and the Georgia Department of Human Services.

23. Subcontracts. The Contractor shall not subcontract any portion of this Agreement without the express written consent of the Legacy. In the event of any subcontract, the Contractor shall incorporate into and require its subcontractor to comply with all of the provisions of this Agreement, and the Contractor shall remain primarily liable to the Legacy for all duties, obligations and responsibilities assumed by the Contractor under this Agreement and shall not be relieved of any such duties, obligations or responsibilities.

24. Status of Parties as Independent Contractors. Nothing contained in this Agreement shall be construed to constitute the Contractor or any of its employees, servants, agents or subcontractors as a partner, employee, servant or agent of the Legacy, nor shall either party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor. The Legacy is interested only in the results to be achieved and shall have no control over the actual conduct of the work to be performed.

25. Indemnification. The Contractor shall assume all liability and risks for all damages and injuries to persons or property which shall or may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractors, its officials, employees, agents, or servants and shall indemnify and save harmless the Legacy from any and all liability, actions, causes of action, suits, damages, attorneys' fees and costs which may arise or accrue out of the conduct of any activity relating to the performance of this Agreement by the Contractor, its official, employees, agents, or servants.

26. Waiver of Immunity. For the purpose of any cause of action that may arise or accrue out of the performance of this Agreement and which may be vested in the Legacy, the Contractor waives any governmental or other immunity which it may possess.

27. Conflict of Interest. The Contractor shall comply with the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibit and regulate certain transactions between certain State officials, employees and the State of Georgia, have not been violated and will not be violated in any respect.

28. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45CFR Part 76, 100-510, Contractor certifies by signing Annex I that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any federal department or agency. Contractor further agrees that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", without modification in all lower tier transactions and in all solicitations for lower tier covered transactions.

29. Termination. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. The Contractor shall be compensated for all services satisfactorily rendered prior to and including the date of termination.

30. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this Agreement, in the event that any of the funds to be made available to the Legacy by the appropriate federal, state and local sources for carrying out the functions to which this Agreement relates do not become available or in the event the sum of all obligations of the Legacy incurred under this Agreement entered into as of the date of this Agreement become unavailable for disbursement then this Agreement shall immediately terminate without further obligation to the Legacy as of that moment.

31. Entire Agreement; Modification.

(a) This writing contains the entire Agreement of the parties, and no representations are made or relied upon by either party other than those expressly set forth.

(b) No modification, amendment, waiver, termination or discharge hereof shall be binding upon either party unless executed in writing by the parties.

32. Execution in Duplicates. This Agreement is executed in duplicate, and each of the duplicates shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

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

THE LEGACY LINK, INC.

By: _____
Chief Executive Officer/AAA Director

Subscribed and sworn to
in our presence:

Notary Public

CONTRACTOR:
LUMPKIN COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

Subscribed and sworn to
in our presence:

Notary Public



Lumpkin County, Georgia

Finance Department

Date: May 18, 2021

Agenda Item: Enotah Public Defender Indigent Defense Contract - City

Item Description: Enotah Public Defender Indigent Defense Contract - City

Facts & Historical Information:

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

Potential Courses Of Action:

- A. Approve the contract. This contract does not impact County or Circuit operations. We will bill the City once per year and set the employees in the financial system to be paid quarterly. Approving the contract will allow the City to be invoiced and employees to be paid as they perform the allowable services.
- B. Disapprove the contract. This could have an adverse impact on City/County relations. The County would also lose a small amount of revenue should the contract not be renewed.

Contract Term: This contract is from July 1, 2021 through June 30, 2022.

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

Staff Recommendation: Staff recommends approving the contract renewal.

Attachments:

Enotah Judicial Circuit Contract with Dahlonega (FY 22)



GEORGIA
PUBLIC
DEFENDER
COUNCIL

GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2021, 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, 2021.

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, 2021 and ending June 30, 2022.

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 5198
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

Attachment: Enotah Judicial Circuit Contract with Dahlonega (FY 22) (2021-029 : Enotah Public Defender Indigent Defense Contract - City)



Lumpkin County, Georgia

Finance Department

Date: May 18, 2021

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

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

Facts & Historical Information:

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

The spring Enotah Circuit meeting was held on Tuesday, April 27 in White County. Penny Hunter, Chief Public Defender was present and requested the three administrative positions be considered for a pay increase. All other budget categories were requested at the same level for the FY2022 contract. The salary/benefit increase to the Public Defender budget is \$5,486.12, and we did not recommend use of \$4,584.00 of fund balance as was used in FY2020 and FY2021. The total increase to be absorbed by the four counties is \$10,070.12; however, Georgia Public Defender Council is holding \$20,147.35 in excess from FY2020 which will be used to fund the \$10,070.12 increase. This will enable the four counties to maintain their FY2021 contribution levels in FY2022.

Potential Courses Of Action:

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

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

Contract Term: This contract is from July 1, 2021 through June 30, 2022.

Budget Impact: Lumpkin County's portion is included in the 2021 budget and will not be increased for the first half of the 2022 operational budget. Any changes made by the Circuit in the fall could impact either budget year and would have to be treated as a budget amendment and funded from contingency or fund balance, as the changes would fall

outside of a normal budget cycle.

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

Attachments:

Public Defender two year budget review 21-22 Proposed 04.21.21

Enotah Judicial Circuit Contract (FY 22)

ATTACHMENT A - Enotah - Lumpkin County (FY 22)

	Approved FY 2021	Scenario 1 Proposed FY 2022	Scenario 2 Proposed FY 2022
County Funded PD Assistants	\$ 242,042.05	\$ 241,100.13	\$ 250,865.
County Funded PD Administrative	\$ 135,416.42	\$ 141,241.40	\$ 141,241.
7% admin fee to State for personnel contract	\$ 26,422.09	\$ 26,763.91	\$ 27,447.
subtotal personnel costs	\$ 403,880.56	\$ 409,105.44	\$ 419,554.
Copying Expense	\$ 1,500.00	\$ 1,500.00	\$ 1,500.
Court Reporter Services	\$ -	\$ -	\$ -
Minor Equipment	\$ 5,000.00	\$ 5,000.00	\$ 5,000.
Office Supplies	\$ 10,000.00	\$ 10,000.00	\$ 10,000.
Postage	\$ 500.00	\$ 500.00	\$ 500.
Printing	\$ 800.00	\$ 800.00	\$ 800.
Professional Organization Dues	\$ 2,900.00	\$ 2,900.00	\$ 2,900.
Reference Books/Law Books	\$ 4,000.00	\$ 4,000.00	\$ 4,000.
Repairs	\$ 500.00	\$ 500.00	\$ 500.
Subscriptions	\$ -	\$ -	\$ -
Telephone Expense	\$ 4,000.00	\$ 4,000.00	\$ 4,000.
Training (outside)	\$ 1,250.00	\$ 1,250.00	\$ 1,250.
Transcripts	\$ 800.00	\$ 800.00	\$ 800.
Travel (outside)	\$ 500.00	\$ 500.00	\$ 500.
Equipment Lease	\$ 4,000.00	\$ 4,000.00	\$ 4,000.
subtotal office expenditures	\$ 35,750.00	\$ 35,750.00	\$ 35,750.
Administration of the budget (paid to Lumpkin Co.)	\$ 21,981.53	\$ 22,242.77	\$ 22,765.
	\$ 461,612.09	\$ 467,098.21	\$ 478,070.

Change	\$ 5,486.12	1.19%	\$ 16,458.04	3.5
Less Use of Fund Balance	\$ 4,584.00	\$ 10,070.12	\$ -	

SCENARIO 1

County Pro Rata Annual Share (population)			increase FY	New qtrly am
Lumpkin County 33.69%	\$ 146,582.71	\$ 146,582.71	\$ -	\$ 36,645.
Towns County 11.77%	\$ 55,122.71	\$ 55,122.71	\$ -	\$ 13,780.
Union County 24.01%	\$ 112,425.82	\$ 112,425.82	\$ -	\$ 28,106.
White County 30.52%	\$ 142,896.85	\$ 142,896.85	\$ -	\$ 35,724.
	\$ 457,028.09	\$ 457,028.09	\$ -	
difference	\$ -	\$ 0.00		

SCENARIO 2

County Pro Rata Annual Share (population)			increase FY	New qtrly am
Lumpkin County 33.69%	\$ 146,582.71	\$ 153,408.21	\$ 6,825.50	\$ 38,352.
Towns County 11.77%	\$ 55,122.71	\$ 57,647.57	\$ 2,524.86	\$ 14,411.
Union County 24.01%	\$ 112,425.82	\$ 117,574.40	\$ 5,148.58	\$ 29,393.
White County 30.52%	\$ 142,896.85	\$ 149,439.95	\$ 6,543.10	\$ 37,359.
	\$ 457,028.09	\$ 478,070.13	\$ 21,042.04	
difference	\$ -	\$ 0.00		



GEORGIA
PUBLIC
DEFENDER
COUNCIL

GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of ____, 2021, 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, 2021.

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:**

Attachment: Enotah Judicial Circuit Contract (FY 22) (2021-030 : Enotah Public Defender Indigent Defense Contract - Four Counties)

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, 2021 and ending June 30, 2022.

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 5198
 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, 2021 – June 30, 2022

The County agrees to pay the Public Defender Office \$409,105.44 in 12 monthly installments of \$34,092.12. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2021. 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 5198
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

Sheriff's Department

Date: May 18, 2021

Agenda Item: 2021 Co-op Law Enforcement Annual Operating & Financial Plan - LCSO & USDA Forest Service

Item Description: 2021 Co-op Law Enforcement Annual Operating & Financial Plan - LCSO & USDA Forest Service

Attachments:
LCSO - US Forestry Co-op



FS Agreement No. 18-LE-11080300-007
Cooperator Agreement No. _____

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING PLAN & FINANCIAL PLAN

Between The
LUMPKIN COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
CHATTAHOOCHEE-OCONEE NATIONAL FORESTS

2021 ANNUAL OPERATING AND FINANCIAL PLAN

This Annual Financial and Operating Plan (Annual Operating Plan), is hereby made and entered into by and between Lumpkin County Sheriff's Office, hereinafter referred to as "Cooperator," and the USDA, Forest Service, Chattahoochee-Oconee National Forests hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #18-LE-11080300-007 executed on April 5, 2018. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the estimated period beginning May 1, 2021 and ending September 30, 2021.

Previous Year Carry-over. \$730.00

Current 2021 Year Obligation: \$1,910.00

FY 2021 Total Annual Operating Plan: \$2,640.00

MOD-004

I. GENERAL:

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Stacy Jarrard, Sheriff Lumpkin County Sheriff's Office Address: 385 East Main Street City, State, Zip: Dahlonega, GA 30533 Telephone: (706) 864-0414 FAX: (706) 867-1405 Email: stacy.jarrard@lumpkincounty.gov	Name: Brendan Garland, Captain Lumpkin County Sheriff's Office Address: 385 East Main Street City, State, Zip: Dahlonega, GA 30533 Telephone: (706) 482-2608 FAX: (706) 867-1405 Email: brendan.garland@lumpkincounty.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Weldon A. Young, Patrol Captain Chattahoochee-Oconee NFs Address: 1755 Cleveland Highway City, State, Zip: Gainesville, GA 30501 Telephone: 770-297-3057 Email: weldon.young@usda.gov	Name: Weldon A. Young, Patrol Captain Chattahoochee-Oconee NFs Address: 1755 Cleveland Highway City, State, Zip: Gainesville, GA 30501 Telephone: 770-297-3057 Email: weldon.young@usda.gov

- B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Wages at the prevailing rate of \$30.00/hour.

Patrol Shifts shall be eight (8) hours each, between the hours of 2:00 p.m. and 2:00 a.m., preferred patrol shifts are Friday, Saturday and holidays.

II. PATROL ACTIVITIES:

- A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.
1. Patrol U.S. Forest Service property, including the following campgrounds or developed sites: Dicks Creek, Desoto Falls, Nimblewill Creek and other areas of concentrated public use.
 2. Provide dispatch services to authorized U.S. Forest Service Law Enforcement Officers.
 3. When requested by U.S. Law Enforcement Officers, the County will dispatch sworn deputies, within availability of personnel, to assist with investigations, apprehensions, or detaining individuals suspected of offenses against the U.S. Forest Service.

Total reimbursement for this category shall not exceed the amount of: \$1,910.00.

III. SPECIAL ENFORCEMENT SITUATIONS:



- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.
 1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
 2. Fire Emergency: During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.
 3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

IV. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.



- A. The Billing Frequency shall be Monthly by the 10th of each month. Include Agreement Number on all invoices and correspondence.
- B. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$8,770.00	NA
Training	NA	NA
Equipment	NA	NA
Special Enforcement Situations	NA	NA
Total	\$8,770.00	NA

- C. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-D.*
- D. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

STACY JARRARD, Sheriff
Lumpkin County Sheriff's Office

Date

EDWARD HUNTER, Acting Forest Supervisor
U.S. Forest Service, Chattahoochee-Oconee National
Forests

Date

MICHAEL E. DONALDSON
Special Agent in Charge, Southern Region

Date



USDA, Forest Service

OMB 0596-0217
FS-1500-8A

The authority and format of this agreement have been reviewed and approved for signature. **Steven**

Harris Jr.

Digitally signed by
Steven Harris Jr.
Date: 2021.05.05
11:57:16 -04'00'

STEVEN HARRIS JR.
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Lumpkin County, Georgia

Special Projects Department

Date:	May 18, 2021
Agenda Item:	Lot Purchase and Sale Agreement for 126 Antique Way
Item Description:	This is a contract for the sale of property located at 126 Antique Way, Dahlonega, GA 30533, which was seized as a part of a drug forfeiture and is being sold pursuant to a court order directing the sale of the property.
Facts & Historical Information:	The Lumpkin County Sheriff's Office seized property at 126 Antique Way in 2017. In 2020, a court order was issued authorizing the sale of the property with 10% of the proceeds going to the District Attorney's Office. It has taken staff, legal, and SO staff several months working with the DA's office to get corrections made to the order to allow the property to be sold as is. Once the amended order was received, the county attorney retained the services of an agent to list the property with a minimum bid. Three offers were received and are listed below for consideration.
Potential Courses Of Action:	The listing agent has received three offers on the property as detailed below: 1) \$65,000 cash offer with a 3-day inspection period and close by June 14. 2) \$50,000 cash offer with no inspection period and close by June 9. 3) \$65,000 cash offer with 10-day inspection period and close by June 4. However, this offer has a contingency for the sale of other property of the buyer.
Contract Term:	The closing should occur by June 14, 2021.
Budget Impact:	There is no impact to the operating budget. Any fees incurred should be paid from the proceeds. As this is a seizure, the net funds generated from the sale will go into the Sheriff's Asset Forfeiture account.
Staff Recommendation:	The recommendation of legal counsel is to accept offer no. 1 with offer no. 2 as the back up in the event offer no. 1 terminates during the inspection period.



Lumpkin County, Georgia

Special Projects Department

Date: May 18, 2021

Agenda Item: GDOC Inmate Work Detail Contract

Item Description: GDOC Inmate Work Detail Contract

Facts & Historical Information:

Lumpkin County has contracted with GDOC – Colwell Detention Center for over 18 years to provide inmate work crews to reduce the need for hiring additional staff for the care of our grounds and facilities. By agreeing to pay the salary of two guards, the county has historically obtained 10 inmates four days week, less any day(s) state agencies are closed. The inmates assist with a variety of maintenance such as lawn care, painting, landscaping, and facility maintenance. The county last contracted for two crews in 2020 but did not receive crews for the majority of last year due to the pandemic. The county has not received crews in 2021. There is no charge per the contract terms if the crews are unable to work. The warden is asking for a decision on whether the county wishes to continue receiving crews. There is a cost increase of \$3,176 on top of last year's increase of \$19,636. County staff assumed maintenance duties for county properties with the exception of the roundabouts and welcome sign when the crews were recalled and not allowed out of the facility. Staff recommends the board consider asking for one crew to assist Parks and Recreation with maintaining their areas and to use a portion of the funds to hire a part-time employee to assist public buildings staff with the balance of the lawn care duties.

Potential Courses Of Action:

The board could consider directing staff to ask for both crews.
The board could consider directing staff to request one crew and add a part time position for public buildings.

Contract Term:

The board could consider not approving a request for any crews.
The contract would run July 1, 2021, thru June 30, 2022.

Budget Impact:

The increase is not included in the '21 budget but can be absorbed as no costs have been incurred. Any adjustment to the '22 operating budget would occur once the board takes action.

Staff Recommendation:

Staff recommends the board consider asking for one crew to assist Parks and Recreation with maintaining their areas and to use a portion of the funds to hire a part-time employee to assist public buildings staff with the balance of the lawn care duties.

Attachments:

FW_ FY22 - Outside Contract Details

From: [Wayne Seabolt](#)
To: [Allison Martin](#)
Subject: FW: FY22 - Outside Contract Details
Date: Thursday, March 11, 2021 11:17:45 AM

From: Hassett, Diane <Diane.Hassett@gdc.ga.gov>
Sent: Thursday, March 11, 2021 8:58 AM
To: Wayne Seabolt <Wayne.Seabolt@LumpkinCounty.GOV>
Subject: FY22 - Outside Contract Details

Good Morning!

I received an email last night from executive leadership regarding FY22 Outside Contract Details. We were informed that the cost of each detail has been increased to \$50,906 and to reach out to advise each of you and to determine your decision in renewing.

COVID certainly derailed FY21 for everyone in every aspect of life and I personal want thank you for your patience and understanding. Please let me know as soon as possible your decision.

Thank you!

Diane

Diane M. Hassett
 Superintendent
 Colwell Probation Detention Center
 189 Beasley Street
 Blairsville, GA 30512
diane.hassett@gdc.ga.gov
 (706) 745-3610
 (404) 694-2877 - Cell
 (706)745-7131 - Fax

GDC - REGAINING MOMENTUM

The Georgia Department of Corrections protects the public by operating safe and secure facilities through the development of professional staff and effective offender management.

Attachment: FW_ FY22 - Outside Contract Details (2057 : GDOC Inmate Work Detail Contract)



Lumpkin County, Georgia

Public Works Department

Date:	May 18, 2021
Agenda Item:	GDOT Airport Fencing Reimbursement
Item Description:	Approve the GDOT reimbursement contract for 75% of the cost of the fencing and parking project at the Lumpkin County Airport.
Facts & Historical Information:	In April 2021 the BOC approved a contract with Tri Scapes, Inc for the construction of a fence and parking area at the airport. The cost of this contract is \$288,811.69. GDOT will reimburse 75% of this cost as well as 75% of the cost of construction management of the project and 75% of the cost for the design of the phase 2 primary surface project design. The total cost of these projects is \$347,786.69. The total maximum amount of reimbursement is \$260,840.02. The County will be responsible for \$86,946.67 on these projects with \$27,971.67 cash match and \$58,975 being in-kind match. The breakdown for the reimbursement is in Exhibit A of the attached contract.
Potential Courses Of Action:	1. Approve the reimbursement contract. 2. Do not approve a contract.
Budget Impact:	Funding for these projects was approved in the 2021 airport budget. The total cash match cost to the County will be \$27, 971.67.
Staff Recommendation:	Staff recommends that the BOC approve the reimbursement contract. (COA #1).
Attachments:	Dahlonega - Contract 12_Draft_revised050621

Revised February 22, 2021

CONTRACT FOR CONSTRUCTION OF AIRPORT
AIRPORT PROJECT NO. AP021-9000-12(817)
PID - T006962

LUMPKIN

LIMITED PARTICIPATION

STATE OF GEORGIA
FULTON COUNTY

** DO NOT UNSTAPLE THIS BOOKLET...
ENTER ALL REQUIRED INFORMATION
EITHER BY HAND OR STAMP.

THIS CONTRACT made and entered into on _____, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called "DEPARTMENT"), and LUMPKIN COUNTY (hereinafter called "SPONSOR"), who have been duly authorized to execute this Contract.

WITNESSETH:

WHEREAS, the DEPARTMENT and the SPONSOR desire the construction of certain work at a certain airport, and the SPONSOR agrees to contract for all the materials and to perform all work and labor for said purpose, the Project being more particularly described as follows:

DRAFT

INSTALL PERIMETER FENCE AND GATES; TERMINAL AREA IMPROVEMENTS
PHASE I; DESIGN PRIMARY SURFACE IMPROVEMENTS AT THE LUMPKIN
COUNTY - WIMPY'S AIRPORT IN DAHLONEGA, GA

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

(1) The work and materials shall be in strict and entire conformity with the provisions of this Contract and the plans on Airport Project No. T006962/AP021-9000-12(817) LUMPKIN, prepared (or approved) by the DEPARTMENT and in accordance with the Standard Specifications, 2021 Edition, and Special Provisions contained in Attachment A, which are hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract, and the Federal Aviation Administration's Standards for Specifying Construction of Airports, dated December 21, 2018, updated through Errata Sheet dated June 26, 2020.

The original plans and specifications are on file at the DEPARTMENT in Atlanta, Georgia and said plans and specifications are hereby made a part of this Contract as fully and to be same effect as if the same had been set forth at length in the body of this Contract.

(2) At the time of execution of this Contract, the SPONSOR agrees to furnish to the DEPARTMENT, at the expense of the SPONSOR, a complete set of plans and specifications for said Project, and to furnish to said DEPARTMENT from time to time on demand by the DEPARTMENT to the SPONSOR all revisions of said plans and specifications.

(3) This Contract is accepted with the express understanding that no person, firm, corporation or governmental agency can increase the liability of the DEPARTMENT in connection herewith, except under written agreement with the DEPARTMENT.

(4) The DEPARTMENT and the SPONSOR agree that the cost of this Project shall be as follows:

The total estimated cost of the Project is THREE HUNDRED FORTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-EIGHT and 69/100 Dollars (\$347,768.69). The total estimated cost of the Project as described herein is shown on the Summary of Construction Items in Exhibit A, which is hereby made a part of this Contract as fully and to be the same effect as if the same had been set forth at length in the body of this Contract.

It is further agreed that the DEPARTMENT'S obligation will include state funds in the amount of TWO HUNDRED SIXTY THOUSAND EIGHT HUNDRED FORTY and 02/100 Dollars (\$260,840.02) for the Project as summarized in Exhibit A. It is further agreed that the maximum amount the DEPARTMENT shall be obligated to pay is the total amount of the state share of the Project which is TWO HUNDRED SIXTY THOUSAND EIGHT HUNDRED FORTY and 02/100 Dollars (\$260,840.02). However, if the sum total of the actual cost of the Project is less than the amounts indicated in Exhibit A, the DEPARTMENT shall be obligated to pay its 75% of the actual Project cost as verified from the records of the SPONSOR or actual measured quantities of the items listed in the Summary of Construction Items (Exhibit A), whichever is less. It is further understood the SPONSOR'S local share of the Project is in the amount of EIGHTY-SIX THOUSAND NINE HUNDRED FORTY-SIX and 67/100 Dollars (\$86,946.67).

It is further understood and agreed that any costs of the total Project that exceed the above estimated Project costs will be the sole responsibility of the SPONSOR.

It is further understood and agreed that any line item in the Summary of Construction Items as shown in EXHIBIT A may be increased or decreased without the execution of a Supplemental Agreement, provided that the DEPARTMENT'S total maximum obligation under this Contract is not changed.

Payments by the DEPARTMENT shall be made upon the submission of monthly work progress statements. The payments by the DEPARTMENT for the work completed, as evidenced by the monthly statements, shall be on a prorated basis. These monthly payments will be made in the amount of sums earned less all previous partial payments. Any amounts held by the SPONSOR as retainage will not be paid by the DEPARTMENT until such retainage is paid by the SPONSOR.

Upon completion of the Project, the DEPARTMENT will pay the SPONSOR a sum equal to one hundred percent (100%) of the DEPARTMENT'S share of the compensation set forth herein less the total of all previous partial payments made, or in the process of payment.

The SPONSOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and used in support of their proposal and shall make such material available at all reasonable times during the period of the Contract, and for three years from the date of final payment under the Contract, for inspection by the DEPARTMENT and copies thereof shall be furnished if requested.

(5) The work shall be done in accordance with the Laws of the State of Georgia and to the satisfaction of the DEPARTMENT. It is further agreed that the SPONSOR shall comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this Project, as well as those regulations and requirements included in the Federal Office of Management and Budget Uniform Grant Guidance, 2 CFR Part 200. All construction on this Project shall be in accordance and compliance with the 2021 Edition of the Standard Specifications, of the DEPARTMENT, and Special Provisions included in Attachment A and made a part of this Contract and the Standards for Specifying Construction of Airports, dated December 21, 2018, Federal Aviation Administration, updated through Errata sheet dated June 26, 2020, hereinafter jointly referred to as the "STANDARDS." The DEPARTMENT reserves the right to refuse payment on any monthly statement presented for work which does not comply with the STANDARDS. The DEPARTMENT reserves the right to withhold the final payment until the Project is completed to the DEPARTMENT'S satisfaction and complies with the STANDARDS. The decision of the DEPARTMENT'S Chief Engineer upon any question connected with the execution or fulfillment of this Contract shall be final and conclusive.

(6) The SPONSOR further covenants that it is the owner of fee simple title to the land whereon the actual construction of said Project is performed, as evidenced by Certificate of Title heretofore furnished to DEPARTMENT.

(7) It is further understood and agreed that no money derived from motor fuel taxes shall be expended for this Project and that for the purposes of this Contract a specific allotment of funds has been made, from sources other than motor fuel taxes.

(8) To the extent allowed by law, the SPONSOR hereby agrees to defend any and all suits, if any should arise as a result of said Project, at the entire expense of said SPONSOR, and to pay from the funds of said SPONSOR any and all settlements or judgments that may be made or had under or as a result of such suits.

(9) To the extent allowed by law, the SPONSOR further agrees to save harmless the DEPARTMENT from any and all claims for any damages whatsoever that may arise prior to or during construction of the work to be done under said Project and this Contract, or as a result of said construction work whether said damages arise as a result of the actual construction work or from change of grade, change of location, drainage, loss of access, loss of ingress and egress, torts, or any other cause whatsoever; it being the intention of this Contract to save harmless the DEPARTMENT from any claim that could or may arise as a result of construction of said Project.

(9.1) The Sponsor shall provide insurance under this Agreement as follows:

1. It is understood that the SPONSOR (*complete the applicable statement*):

☐ is self-insured and all claims against SPONSOR will be handled through _____

OR

☐ shall obtain coverage from SPONSOR's private insurance company or cause its consultant/contractor to obtain coverage.

Prior to beginning the work, SPONSOR shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Section 9.1 of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A- by A. M. Best's and registered to do business in the State of Georgia: Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Contract.

3. The insurance certificate must provide the following:
- a. Name, address, signature and telephone number of authorized agents.
 - b. Name and address of insured.
 - c. Name of Insurance Company.
 - d. Description of coverage in standard terminology.
 - e. Policy number, policy period and limits of liability.
 - f. Name and address of the DEPARTMENT as certificate holder.
 - g. Thirty (30) day notice of cancellation.
 - h. Details of any special policy exclusions.

4. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

5. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein 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 established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the "Funds"), in satisfaction of any liability, whether established by judgment or settlement, the SPONSOR and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

(10) The SPONSOR further agrees that, at its own cost and expense, it will maintain said Project in a manner satisfactory to the DEPARTMENT and said SPONSOR will make provisions each year for such maintenance.

(11) It is agreed by the SPONSOR that time is of the essence in the completion of this Project and that the obligation of the DEPARTMENT is made in the interest and for the public welfare. Therefore, the SPONSOR shall perform its responsibilities for the Project until the maximum allowable cost to the DEPARTMENT is reached or until JULY 31, 2023, whichever comes first.

(12) To the extent applicable, the SPONSOR certifies that it is in compliance with O.C.G.A. § 36-70-20 *et seq.*, and is not debarred from receiving financial assistance from the State of Georgia. Also, the SPONSOR certifies that the funds to be used on the Project are consistent with applicable Service Delivery Strategy.

(13) For land purchased for airport development purposes, the SPONSOR will, when the land is no longer needed for airport purposes, dispose of such land and make available to the DEPARTMENT an amount equal to the DEPARTMENT's original monetary participation in the land purchase. Land shall be considered to be needed for airport purposes under this provision if (a) it may be needed for aeronautical purposes (including runway protection zones) and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(14) In accordance with the provisions of O.C.G.A. § 36-81-7, the SPONSOR will provide certification of compliance with state audit requirements as described in Exhibit B, which is hereby made a part of this Contract as if fully set out herein.

(15) Pursuant to O.C.G.A. § 50-5-85, SPONSOR hereby certifies that it is not currently engaged in, and agrees that for the duration of this Contract, it will not engage in a boycott of Israel.

(16) In accordance with the provisions of O.C.G.A. § 13-10-91, the SPONSOR will provide certification of compliance with the Georgia Security and Immigration Compliance Act as described in Exhibit C, which is hereby made a part of this Contract as if fully set out herein.

(17) It is FURTHER AGREED that the SPONSOR shall comply and shall require its contractors, subcontractors and consultants to comply with the requirements of the State of Georgia's Sexual Harassment Prevention Policy as described in Exhibit D, which is hereby made a part of this Contract as if fully set out herein.

(18) It is FURTHER AGREED that the SPONSOR shall comply and require its contractors, subcontractors and consultants to comply with the requirements of Executive Order No. 13513, Federal Leadership on Reducing Text Messaging while driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009.

IN WITNESS WHEREOF, the DEPARTMENT has caused these presents to be executed by the COMMISSIONER of said DEPARTMENT, who has been duly authorized, and by the CHAIRMAN of LUMPKIN COUNTY who has been duly authorized by LUMPKIN COUNTY, who have hereto set their hands this day and year hereafter written.

GEORGIA DEPARTMENT OF TRANSPORTATION BY: LUMPKIN COUNTY:

DATE: _____

DATE: _____

COMMISSIONER (SEAL)

CHAIRMAN

PRINTED NAME

ATTEST: _____
Treasurer

This Contract approved by

LUMPKIN COUNTY

at a meeting held at:

DATE: _____

CLERK (SEAL)

Federal ID/IRS #

DRAFT

Attachment: Dahlonaga - Contract 12 Draft revised 050621 (2055 : GDOT Airport Fencing Reimbursement)

DRAFT

**LUMPKIN COUNTY - WIMPY'S AIRPORT
DAHLONEGA, GA**

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS - LIMITED PARTICIPATION

**GDOT PROJECT NUMBER: AP021-9000-12(187) Lumpkin
PID - T006962**

Install Perimeter Fence and Gates; Terminal Area Improvements Phase I; Design Primary Surface Improvements

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Part 1 State Funds FY21					
1	LIMITED PARTICIPATION PROJECT. THE AMOUNT SHALL NOT EXCEED \$260,840.02 OR 75.0%, WHICHEVER IS LESS OF THE ACTUAL COST OF \$347,786.69. INSTALL PERIMETER FENCE AND GATES; TERMINAL AREA IMPROVEMENTS PHASE I; DESIGN PRIMARY SURFACE IMPROVEMENTS - LIMITED PARTICIPATION	EA	260,840.02	\$1.00	\$260,840.02
	Total Part 1 State Funds FY21				\$260,840.02
	TOTAL PROJECT COST				\$260,840.02

<u>Federal Grant # and FAIN #</u>	<u>Federal Award Date</u>	<u>Amount</u>	<u>Fund Source</u>
FY21 STATE	N/A	<u>\$260,840.02</u>	01211
TOTAL MAXIMUM OBLIGATION OF STATE FUNDS THIS CONTRACT:		\$260,840.02	

**LUMPKIN COUNTY - WIMPY'S AIRPORT
DAHLONEGA, GA**

EXHIBIT A

SUMMARY OF CONSTRUCTION ITEMS - DETAIL

**GDOT PROJECT NUMBER: AP021-9000-12(187) Lumpkin
PID-T006962**

Install Perimeter Fence and Gates; Terminal Area Improvements Phase I; Design Primary Surface Improvements

ITEM	SPEC	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	%	STATE FUNDS
Part 1 State Funds FY21								
1	GDOT	Design Primary Surface Improvements	EACH	25,120	\$1.00	\$25,120.00	75%	\$18,840.00
2	GDOT	Construction Phase Services	EACH	33,855	\$1.00	\$33,855.00	75%	\$25,391.25
3	643-1152	Gavl. Chain Link Fence, 6', wire gauge: 9, incl 1-12'gates and 1-4'gates	FEET	2,962	\$27.66	\$81,928.92	75%	\$61,446.69
4	210-0100	Grading Complete	LS	1	\$45,675.00	\$45,675.00	75%	\$34,256.25
5	310-1201	Graded Aggregate Base including material	TON	600	\$51.94	\$31,164.00	75%	\$23,373.00
6	402-3190	Recycled asph conc. 19MM superpave GP 2 only incl Bitum material and H Lime	TON	220	\$193.49	\$42,567.80	75%	\$31,925.85
7	402-3130	Recycled asph conc. 12.5MM superpave GP 2 only incl Bitum material and H Lime	TON	135	\$193.49	\$26,121.15	75%	\$19,590.86
8	550-1240	24" Smooth Line Corrugated HDPE	LF	50	\$88.13	\$4,406.50	75%	\$3,304.88
9	652-2501	Solid 5" White Parking Strips and 1 Blue H.C. Symbol	LS	1	\$840.00	\$840.00	75%	\$630.00
10	700-6910	Permanent Grassing	LS	1	\$2,400.00	\$2,400.00	75%	\$1,800.00
11	643-8300	Ornamental Fence	FEET	296	\$75.02	\$22,205.92	75%	\$16,654.44
12	643-8050	Ornamental Gate 16' wide; Automatic Opener; 6' High	EACH	1	\$31,502.40	\$31,502.40	75%	\$23,626.80
		Total Part 1 State Funds FY21				\$347,786.69		\$260,840.02
		Total Project Cost				\$347,786.69		\$260,840.02

<u>FAA GRANT # AND FAIN #</u>	<u>FEDERAL AWARD DATE</u>	<u>AMOUNT</u>	<u>FUND SOURCE</u>
FY21 STATE	N/A	\$260,840.02	01211
TOTAL MAXIMUM OBLIGATION OF STATE FUNDS THIS CONTRACT:		\$260,840.02	

EXHIBIT B

**CERTIFICATION OF
COMPLIANCE WITH STATE AUDIT REQUIREMENT**

I hereby certify that I am the duly authorized representative of _____ whose address is _____, and it is also certified that:

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" have been complied with in full such that:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.

Date

Signature

Name: _____

Title: _____

Attachment: Dahlonaga - Contract 12 Draft revised 050621 (2055 : GDOT Airport Fencing Reimbursement)

EXHIBIT C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	Lumpkin County
Solicitation/Contract No./ Call No. or Project Description:	T006962/AP021-9000-12(817) Lumpkin Install Perimeter Fence and Gates; Terminal Area Improvements Phase I; Design Primary Surface Improvements at the Lumpkin County - Wimpy's Airport in Dahlonega, GA

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10- 91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

126741

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

6/12/2008

Date of Authorization

Lumpkin County

Name of Contractor

**I hereby declare under penalty of perjury that the foregoing
is true and correct**

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

DATE: _____

Notary Public [NOTARY SEAL]

My Commission Expires: _____

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA'S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
- (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.

- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
- (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: _____

Name: _____

Position: _____

Company: Lumpkin County

ATTACHMENT A

Department of Transportation
State of Georgia

APRIL 29, 2021

SPECIAL PROVISIONS

AIRPORT PROJECT NO. T006962/AP021-9000-12(817) LUMPKIN
INSTALL PERIMETER FENCE AND GATES; TERMINAL AREA IMPROVEMENTS PHASE I; DESIGN
PRIMARY SURFACE IMPROVEMENTS AT THE LUMPKIN COUNTY - WIMPY'S AIRPORT IN
DAHLONEGA, GA

S.P. CODE	SPECIAL PROVISIONS DESCRIPTION
108-1-01-SP	Prosecution and Progress
109-1-01-SP	Measurement and Payment

DRAFT

Attachment: Dahlonega - Contract 12 Draft revised 050621 (2055 : GDOT Airport Fencing Reimbursement)

First Use Date 2013 Specifications: November 1, 2013

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 108—Prosecution and Progress

Retain Subsection 108.03 except as modified below:

For this Project, the Progress Schedule required by Subsection 108.03 need not be submitted.

DRAFT

Attachment: Dahlonaga - Contract 12 Draft revised 050621 (2055 : GDOT Airport Fencing Reimbursement)

First Use Date 2013 Specifications: November 1, 2013

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

Section 109—Measurement & Payment

Delete the first sentence of Subsection 109.07.A, paragraph one, and substitute the following:

- A. General: On the tenth day of each calendar month, the total value of Items complete in place will be estimated by the Engineer and certified for payment.

DRAFT

Attachment: Dahlonaga - Contract 12 Draft_revised050621 (2055 : GDOT Airport Fencing Reimbursement)



Lumpkin County, Georgia

County Clerk Department

Date:	May 18, 2021
Agenda Item:	Alcoholic Beverage License – Convenience Stores, Inc. d/b/a JP Dahlonega
Item Description:	This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2030 Hwy 400, Dahlonega, GA 30533.
Facts & Historical Information:	Michael Davis is applying for Convenience Stores, Inc. d/b/a JP Dahlonega to obtain a Beer & Wine Package sales alcoholic beverage license.
Potential Courses Of Action:	A. Approve the license B. Deny the license
Staff Recommendation:	Approve the alcoholic beverage license.



Lumpkin County, Georgia

Board of Commissioners Department

Date:	May 18, 2021
Agenda Item:	Alcoholic Beverage License –Jay Jalaramji, LLC. d/b/a Iron Mountain Mart
Item Description:	This is for the issuance of an alcoholic beverage license for Beer & Wine Package sales located at 2604 Dawsonville Hwy, Dahlonega, GA 30533.
Facts & Historical Information:	Ghanshyam Ramanbhai Patel is applying for Jay Jalaramji, LLC. d/b/a Iron Mountain Mart to obtain a Beer & Wine Package sales alcoholic beverage license.
Potential Courses Of Action:	A. Approve the license. B. Deny the license
Staff Recommendation:	Approve the alcoholic beverage license.



Lumpkin County, Georgia

Water & Sewerage Authority Department

Date:	May 18, 2021
Agenda Item:	Consideration of Water & Sewerage Authority Employees Move to County Health Insurance
Item Description:	Consideration of Water & Sewerage Authority Employees Move to County Health Insurance
Facts & Historical Information:	
Potential Courses Of Action:	
Budget Impact:	
Staff Recommendation:	



Lumpkin County, Georgia

Special Projects Department

Date: May 18, 2021

Agenda Item: Consideration of Part Time Custodial Position to Full Time

Item Description: Consideration of Part Time Custodial Position to Full Time

Facts & Historical Information:

Lumpkin County Public Buildings currently has two full-time and one part-time custodial (currently vacant) positions. These positions are responsible for the daily cleaning of seven county facilities. One of the full-time custodians also supports the Parks and Recreation custodial position by assisting in cleaning duties at the community center and at the restrooms in the offsite park amenities. With the addition of the Kelley Building to the county's cleaning responsibilities, staff planned to budget bringing the part time position to full-time to allow for proper cleaning time for this new square footage in 2022. The project is moving along faster than anticipated and will open this summer. Our current custodial staff have divided the extra work formally completed by part-time staff between them to keep the facilities at a lower standard which has resulted in less frequent cleaning in our facilities. A current county employee will transfer in May to Public Buildings to take the part time position. This employee is currently full time. It is the desire of staff to ask the board to consider making this change mid-year to preserve this employee's benefits rather than asking them to wait to go back to full time in 2022. The salary difference between part-time and full-time is \$10,984 plus fringe = \$14,059.52.

Potential Courses Of Action:

The board can consider making the position full-time to allow adequate staffing to clean the facilities. This allows better staff coverage to clean facilities and great flexibility for cross training and coverage to clean critical areas of facilities when there are absences.

The board can consider leaving the position at part-time. Historically, there is turn over in the part-time position leaving inconsistencies in the rates of cleaning services provided in our facilities.

Budget Impact:

There are sufficient funds in the public buildings budget due to the inmate contracts not being filled to allow for the difference for the remainder of '21. As the county is in the '22 budget cycle, the adjustment can be incorporated into next year's budget.

Staff Recommendation:

The recommendation of staff is to increase the part-time position to full time to account for the addition of another facility that requires cleaning services.



Lumpkin County, Georgia

Board of Commissioners Department

Date: May 18, 2021

Agenda Item: Dahlonega Lions Club Special Request to Honor Larry Odom

Item Description: Dahlonega Lions Club Special Request to Honor Larry Odom

Attachments:
DAHLONEGA LIONS CLUB-LCCommissioner'sRequest-LarryOdom



**DAHLONEGA LIONS CLUB
POST OFFICE BOX 293
DAHLONEGA, GEORGIA 30533**

**Lumpkin County Commissioner Chris Dockery, Chair
Lumpkin County Commissioner David Miller, District 1
Lumpkin County Commissioner Bobby Mayfield, District 2
Lumpkin County Commissioner Rhett Stringer, District 3
Lumpkin County Commissioner Jeff Moran, District 4**

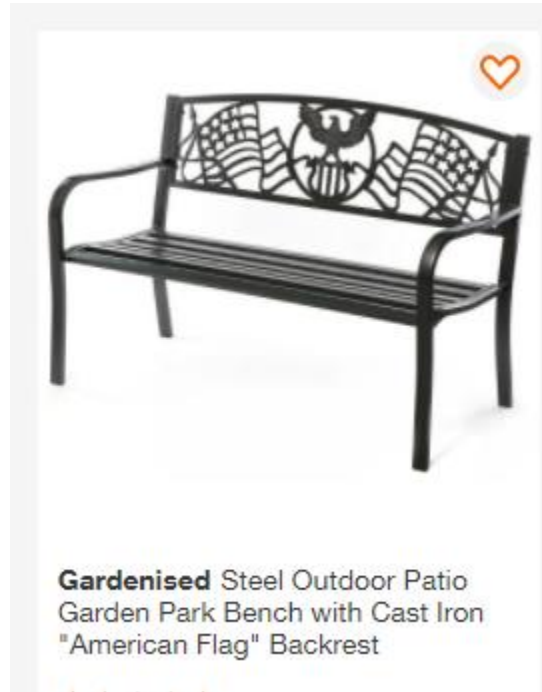
Request to Honor Larry Odom – Member of Dahlongega Lions Club

This past December, Dahlongega Lions Club loss a long-standing member of the club and community Larry Odom. As a result of that loss the Dahlongega Lions Club would like to Honor him with presenting to Lumpkin County two benches that would be placed at areas around the county, so that the citizens of Lumpkin County who knew Larry Odom could enjoy the benches. One would be In Honor and the other would be In Memory. Dahlongega Lions Club has had a discussion and would like to request that one of the benches be placed at the Veterans Park "In Honor" and that the second one be placed at the Lake Reservoir "In Memory". The benches should be available within the next two to three weeks. We would like to request assistances from the county in the installation of the benches, so that they are placed properly and will be installed to the county's policies/procedures and also to ensure the safety of Lumpkin County citizens who would be using them.

At the appropriate time Dahlongega Lions Club, along with Lumpkin County Commissioners and widow of Larry Odom, Shirley Odom; would like to have a presentation of the benches.

We would like to thank the Lumpkin County Commissioner's for taking the time to look at the request from Dahlongega Lions Club.

Request to place Veterans Park "In Honor of Larry Odom"



Request to place Lake Reservoir "In Memory of Larry Odom"





Lumpkin County, Georgia

Finance Department

Date: May 18, 2021

Agenda Item: Enotah Judicial Circuit Fiscal Year 2021-2022 Budget

Item Description: Enotah Judicial Circuit Fiscal Year 2021-2022 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 April 27, 2021 in White County. The Circuit members heard from Chief Superior Court Raymond Georgia, District Attorney Jeff Langley, and Juvenile Court Judge Jeremy Clough regarding FY2022 budget needs. The proposed Juvenile Court budget increased by \$650, primarily from an increase in retirement contributions. The proposed Superior Court budget decreased by \$100. The proposed District Attorney budget increased by \$16,510, which is primarily for salary, health insurance, and retirement contribution increases.

The overall proposed Enotah Judicial Circuit budget increased from \$801,146 to \$819,318. As a reminder, the FY2021 Circuit budget used \$77,285 of fund balance. The consensus from the four Enotah Circuit counties was to eliminate the use of fund balance in the FY2022 budget. Under the proposed FY2022 Circuit budget, Lumpkin County's contribution would be \$246,880, which is an increase of \$32,323. This will be the first increase in Lumpkin County's contribution since 2017.

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 2021 budget of \$16,161.50. The Circuit's Q3 and Q4 contributions from Lumpkin County will be worked into the FY2022 budget.

Staff Recommendation: Staff recommends approving the Enotah Judicial Circuit budget as requested.

Attachments:

Enotah Circuit Meeting Minutes 04272021

FY2022 Enotah Circuit Budget Worksheet - Final

Public Defender two year budget review 21-22 Proposed 04.21.21

Minutes of the Enotah Judicial Circuit Budget Meeting

Held Tuesday, April 27, 2021 at 8:30am

On Tuesday, April 28, 2021 at 8:30am members of the Enotah Judicial Circuit counties met in order to discuss the proposed budgets for Fiscal Year 2022 for the Superior Court, Juvenile Court, District Attorney's Office, and Public Defender's Office. The meeting was held in the Board Room at the White County Administration Building. Present for the meeting were:

- Representing White County: Chairman Travis Turner, Commissioner Lyn Holcomb, County Manager Jason Cobb, and Finance Director Jodi Ligon;
- Representing Lumpkin County: Chairman Chris Dockery, County Manager Stan Kelley, and Finance Director Abby Branan;
- Representing Towns County: Commissioner Cliff Bradshaw and Finance Director Andrea Anderson;
- Representing Union County: Commissioner Lamar Paris (via Zoom)
- Representing the various Enotah Judicial Circuit Offices: Chief Superior Court Judge Raymond George, Superior Court Judge Buck Levins, Juvenile Judge Jeremy Clough, District Attorney Jeff Langley, Public Defender Penny Hunter, and Public Defender Assistant Janet Ash.

Chairman Turner opened the meeting by welcoming everyone and introductions were made by those present.

Chief Judge George presented the proposed budget for the Superior Court. Judge George stated there had been no jury trials or grand jury since last year due to the COVID emergency order, but all other courts had been in session. He discussed the mandatory requirement for masks and PPE. The budget proposed reflected a decrease of .11% (-\$100.00).

Judge Clough presented the proposed budget for the Juvenile Court. He stated that Juvenile court had continued through the pandemic. Judge Clough presented and requested that the Family Court Coordinator position be placed on the payroll system through White County only as a pass-through. The position is a state grant funded position and no funds would be required from the Enotah counties. If grant funding ended, the position ended. Chairman Turner confirmed that White County would act as the conduit for the court coordinator position. Judge George also mentioned there is an opportunity in the near future that he would be reviewing for an additional Law Clerk position that would also be funded with a state grant. The budget proposed reflected an increase of .34% (\$650.00).

District Attorney Jeff Langley presented the proposed budget for the District Attorney's office. The budget proposed reflected an increase of 3.4% (\$16,510), he estimates an increase of 1.7% each year for 2021 and 2022. Mr. Langley stated that the increase was related to equipment lease cost, which are being shifted from the county budgets to the circuit budget, and also reflects an approximate 2% salary increase. Mr. Langley stated the State sends him the SPCR salary and benefits percentages and fees for his budget request. The printing requested budget was discussed by Chairman Dockery. Mr. Langley stated he could reduce the printing budget from \$1,000 to \$500.

Public Defender Penny Hunter presented the budget for the Public Defender's office. Ms. Hunter expressed that the budget and budget process is still new to her and that she did not make a lot of changes this year other than merit increases to the county funded administrative positions. Two scenarios were presented (see attached). Scenario #1 includes increases for the county funded administrative positions, with scenario #2 including increases to the county funded PD assistants also. The Circuit agreed to the increases for the county funded administrative positions. The proposed budget reflects a 1.19% increase (\$5,486).

Chairman Turner and Commissioner Holcomb noted having a conversation with the White County Clerk of Court and the decline of revenue with the state probation fees. There was a discussion with those present regarding the state probation fees.

Commissioner Paris noted the American Rescue Plan and the possible use of that funding to cover the increase for the Circuit budget. Chairman Dockery stated that it should be up to the individual county as to how they fund their portion of the increase. Judge Levins stated that he had been assigned to assist in the request for grant relief. He stated areas that would continue to be affected and costs would continue to increase. He does not know specifically what funds will be received for the court system. Chairman Dockery expressed concern over the backlog and additional expense, such as PPE and staff, and is this a crisis that we are facing with the increased costs. Chairman Dockery stated the responsible thing to do is address it in this budget and we have to plan as if we don't get funding. Mr. Langley stated he can manage with his proposed budget. Chairman Turner suggested that the Circuit come back together to review the needs and funding if and when that time arises.

Ms. Ligon reviewed the circuit budgets and worksheets. She stated there are two budget proposals, one using \$0 fund balance and one using \$19,691 fund balance. Both budgets propose an increase to all four county contributions. Due to the pandemic and the Circuit not meeting in 2020, the same budget was adopted for FY2021 and FY2020. She stated this decreased fund balance and there had always been a consensus to maintain a fund balance in case of an unexpected trial or event.

Following discussion, there was a consensus to approve the Enotah Circuit budget as presented using \$0 fund balance, using the FY2010 census numbers and the decrease in the District Attorney's printing budget from \$1,000 to \$500.

There was also a consensus to approve Scenario #1, using \$10,070.12 of fund balance for the FY2022 Public Defender's budget.

In final summary, the Fiscal Year 2022 proposed budgets for the Enotah Judicial Circuit to be presented to the four (4) circuit counties for approval are as follows:

Superior Court: \$87,740 (-.11%)

Juvenile Court: \$190,185 (+.34%)

District Attorney: \$509,863 (+3.35%)

-----Total: \$819,318 (+2.27%)

-----Minus State Grant & Misc. Revenue & \$0 Fund Balance \$100,525

-----Total To Be Funded By Counties @ Pro Rata Share \$687,263

-----Plus 4% Administrative Fee \$31,530.00 @ Pro Rata Share

Total This Portion: \$718,793.00

Public Defender:

-----Total: \$467,098.21 (+1.19%)

-----Minus Fund Balance \$10,070.12

-----Total To Be Funded By Counties @ Pro Rata Share \$430,264.18

-----Plus 7% Administrative Fee \$26,763.91 @ Pro Rata Share

Total This Portion: \$457,028.09

Grand Total To Be Funded By Counties @ Pro Rata Share for FY 2022 = \$ 1,117,527.18 +Admin Fees

Lumpkin and White Counties would be presenting the proposed budget to their Boards of Commission within the next thirty (30) days, advising the circuit group of the results.

There was also a consensus to move the Enotah Circuit bank account from South State Bank to United Community Bank.

Mr. Langley stated he would be submitting the SPCR grant contract for Board approval.

The meeting was adjourned.

	Circuit-Wide			Juvenile			District Attorney			Superior			Total Circuit		
	Approved FY 2021		Proposed FY 2022	Amended FY 2021		Proposed FY 2022	Approved FY 2021		Proposed FY 2022	Approved FY 2021		Proposed FY 2022	Amended FY 2021		Proposed FY 2022
Salaries				\$125,750		\$125,750	\$301,980		\$308,020	\$60,000		\$60,000	\$487,730		\$493,770
DA Salary Supplements/related costs	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Health Insurance	\$0		\$0	\$31,183		\$31,183	\$70,975		\$72,446	\$0		\$0	\$102,158		\$103,629
Life Insurance	\$0		\$0	\$297		\$297	\$0		\$0	\$0		\$0	\$297		\$297
Vision Premium	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Short Term Disability	\$0		\$0	\$488		\$488	\$0		\$0	\$0		\$0	\$488		\$488
Long Term Disability	\$0		\$0	\$465		\$465	\$0		\$0	\$0		\$0	\$465		\$465
Dental Insurance	\$0		\$0	\$168		\$168	\$0		\$0	\$0		\$0	\$168		\$168
Social Security	\$0		\$0	\$9,620		\$9,620	\$23,102		\$23,564	\$4,840		\$4,840	\$37,562		\$38,024
Medicare	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Retirement	\$0		\$0	\$8,153		\$9,303	\$53,140		\$60,591	\$0		\$0	\$61,293		\$69,894
Unemployment	\$0		\$0	\$0		\$0	\$582		\$229	\$0		\$0	\$582		\$229
Workers Comp	\$0		\$0	\$761		\$511	\$5,274		\$3,913	\$0		\$0	\$6,035		\$4,424
Professional Dues	\$0		\$0	\$350		\$300	\$5,500		\$5,500	\$1,900		\$1,600	\$7,750		\$7,400
Insurance Liability	\$0		\$0	\$0		\$0	\$3,700		\$3,700	\$0		\$0	\$3,700		\$3,700
Leases> 12 months	\$0		\$0	\$2,000		\$2,600	\$6,500		\$11,000	\$5,800		\$6,000	\$14,300		\$19,600
Printing	\$0		\$0	\$100		\$100	\$1,000		\$500	\$0		\$0	\$1,100		\$600
Advertising Legal	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Training	\$0		\$0	\$400		\$400	\$0		\$0	\$700		\$700	\$1,100		\$1,100
Travel	\$0		\$0	\$4,500		\$4,500	\$1,000		\$1,000	\$300		\$300	\$5,800		\$5,800
Miscellaneous	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Professional Services-Legal	\$0		\$0	\$0		\$0	\$600		\$600	\$0		\$0	\$600		\$600
Prof. Services-Other	\$0		\$0	\$0		\$0	\$5,000		\$5,000	\$0		\$0	\$5,000		\$5,000
Vehicle Repair & Maintenance	\$0		\$0	\$0		\$0	\$300		\$300	\$0		\$0	\$300		\$300
Rent	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Utilities	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0	\$0		\$0
Supplies-Network	\$0		\$0	\$0		\$0	\$0		\$0	\$300		\$300	\$300		\$300
Supplies-Office	\$0		\$0	\$1,100		\$1,000	\$6,000		\$6,000	\$6,000		\$6,000	\$13,100		\$13,000
Postage	\$0		\$0	\$200		\$500	\$1,200		\$1,000	\$2,000		\$2,000	\$3,400		\$3,500
Subs & Pubs	\$0		\$0	\$2,000		\$1,500	\$2,000		\$1,000	\$3,000		\$3,000	\$7,000		\$5,500
Telephone	\$0		\$0	\$2,000		\$1,500	\$5,500		\$5,500	\$3,000		\$3,000	\$10,500		\$10,000
Circuit Administrator	\$30,418		\$31,530	\$0		\$0	\$0		\$0	\$0		\$0	\$30,418		\$31,530
Totals	\$30,418		\$31,530	\$189,535		\$190,185	\$493,353		\$509,863	\$87,840		\$87,740	\$801,146		\$819,318
Change	\$1,112		3.66%	\$650		0.34%	\$16,510		3.35%	(\$100)		-0.11%	\$18,172		2.27%

County Population			
29,966	Lumpkin County	33.69%	
27,144	White County	30.52%	
21,356	Union County	24.00%	
10,471	Towns County	11.78%	
88,937	Interest Income		
WC Admin. Fee(4% of budget(\$788,288))=\$31,530			
Lumpkin 34%	48.6%	\$15,315	
Towns 12%	17.1%	\$5,405	
Union 24%	34.3%	\$10,810	
70%	100%	\$31,530	

REVENUES									
County% share as of FY2010 census					FY 2021		FY 2022		% Change
Lumpkin County		33.69%			\$214,557		\$246,880		15.06%
White County		30.52%			\$180,967		\$209,775		15.92%
Union County		24.00%			\$152,731		\$175,751		15.07%
Towns County		11.78%			\$75,081		\$86,387		15.06%
Interest Income					\$425		\$425		
Use of Fund Balance					\$77,285		\$0		
Copies					\$100		\$100		
State of GA					\$100,000		\$100,000		
Total Revenues		100.0%			\$801,146		\$819,318		2.27%
Calculations For FY2021 Budget			Counties' Portions			+	Admin Fee	=	Total
Proposed Total(-admin		\$787,788	Lumpkin Co		\$231,563	+	\$15,315		\$246,880
(100,000+100+425+0)		(\$100,525)	White Co		\$209,774	+	\$0		\$209,775
Bal to be funded		\$687,263	Union Co		\$164,943	+	\$10,810		\$175,751
			Towns co		\$80,984	+	\$5,405		\$86,387
					\$687,263		\$31,530		\$718,793

Quarterly Payments		
FY 2021		FY 2022
\$53,639		\$61,720
\$45,242		\$52,444
\$38,183		\$43,938
\$18,770		\$21,597
\$155,834		\$179,698
x 4		x 4
\$623,336		\$718,793

Public Defender				
Approved FY 2021	Scenario #1	Proposed FY 2022	Scenario #2	Propose FY 202:
\$242,042		\$241,100		\$251,100
\$135,416		\$141,241		\$141,241
\$26,422		\$26,764		\$26,764
\$403,881		\$409,105		\$411,105
\$1,500		\$1,500		\$1,500
\$0		\$0		\$0
\$5,000		\$5,000		\$5,000
\$10,000		\$10,000		\$10,000
\$500		\$500		\$500
\$800		\$800		\$800
\$2,900		\$2,900		\$2,900
\$4,000		\$4,000		\$4,000
\$500		\$500		\$500
\$0		\$0		\$0
\$4,000		\$4,000		\$4,000
\$1,250		\$1,250		\$1,250
\$800		\$800		\$800
\$500		\$500		\$500
\$4,000		\$4,000		\$4,000
\$35,750		\$35,750		\$35,750
\$21,982		\$22,243		\$22,243
\$0		\$0		\$0
\$0		\$0		\$0
\$0		\$0		\$0
\$0		\$0		\$0
\$0		\$0		\$0
\$0		\$0		\$0
\$0		\$0		\$0
\$0		\$0		\$0
\$0		\$0		\$0
\$0		\$0		\$0
\$0		\$0		\$0
\$461,612		\$467,098		\$478,098
\$5,486		1.19%	\$16,458.04	3

County Funded PD Assist
County Funded PD Admins
7% Admin Fee to State
Subtotal Personnel
Copying Expense
Court Reporter Services
Minor Equipment
Office Supplies
Postage
Printing
Profess Organiz Dues
Reference & Law Books
Repairs
Subscriptions
Telephone
Training
Transcripts
Travel
Equipment Lease
Subtotal Office
Administration (paid to LC)

Less Use of Fund Balance\$4,584.00\$10,070.12

SCENARIO 1					FY2022
County Pro Rata Annual Share (population)					increase FY New qtrly a
Lumpkin County 33.69%	\$ 146,582.71		\$ 146,582.71	\$ -	\$ 36,643
Towns County 11.77%	\$ 55,122.71		\$ 55,122.71	\$ -	\$ 13,786
Union County 24.01%	\$ 112,425.82		\$ 112,425.82	\$ -	\$ 28,106
White County 30.52%	\$ 142,896.85		\$ 142,896.85	\$ -	\$ 35,724
\$ 457,028.09					\$ 467,098.21 \$ 10,070.12
difference \$ -					\$ -

SCENARIO 2					
County Pro Rata Annual Share (population)					increase FY New qtrly a
Lumpkin County 33.69%	\$ 146,582.71		\$ 153,408.21	\$ 6,825.50	\$ 38,355
Towns County 11.77%	\$ 55,122.71		\$ 57,647.57	\$ 2,524.86	\$ 14,411
Union County 24.01%	\$ 112,425.82		\$ 117,574.40	\$ 5,148.58	\$ 29,395
White County 30.52%	\$ 142,896.85		\$ 149,439.95	\$ 6,543.10	\$ 37,355
\$ 457,028.09					\$ 478,070.13 \$ 21,042.04
difference \$ -					\$ -

	Approved FY 2021	Scenario 1 Proposed FY 2022	Scenario 2 Proposed FY 2022
County Funded PD Assistants	\$ 242,042.05	\$ 241,100.13	\$ 250,865.
County Funded PD Administrative	\$ 135,416.42	\$ 141,241.40	\$ 141,241.
7% admin fee to State for personnel contract	\$ 26,422.09	\$ 26,763.91	\$ 27,447.
subtotal personnel costs	\$ 403,880.56	\$ 409,105.44	\$ 419,554.
Copying Expense	\$ 1,500.00	\$ 1,500.00	\$ 1,500.
Court Reporter Services	\$ -	\$ -	\$ -
Minor Equipment	\$ 5,000.00	\$ 5,000.00	\$ 5,000.
Office Supplies	\$ 10,000.00	\$ 10,000.00	\$ 10,000.
Postage	\$ 500.00	\$ 500.00	\$ 500.
Printing	\$ 800.00	\$ 800.00	\$ 800.
Professional Organization Dues	\$ 2,900.00	\$ 2,900.00	\$ 2,900.
Reference Books/Law Books	\$ 4,000.00	\$ 4,000.00	\$ 4,000.
Repairs	\$ 500.00	\$ 500.00	\$ 500.
Subscriptions	\$ -	\$ -	\$ -
Telephone Expense	\$ 4,000.00	\$ 4,000.00	\$ 4,000.
Training (outside)	\$ 1,250.00	\$ 1,250.00	\$ 1,250.
Transcripts	\$ 800.00	\$ 800.00	\$ 800.
Travel (outside)	\$ 500.00	\$ 500.00	\$ 500.
Equipment Lease	\$ 4,000.00	\$ 4,000.00	\$ 4,000.
subtotal office expenditures	\$ 35,750.00	\$ 35,750.00	\$ 35,750.
Administration of the budget (paid to Lumpkin Co.)	\$ 21,981.53	\$ 22,242.77	\$ 22,765.
	\$ 461,612.09	\$ 467,098.21	\$ 478,070.

Change	\$ 5,486.12	1.19%	\$ 16,458.04	3.5
Less Use of Fund Balance	\$ 4,584.00	\$ 10,070.12	\$ -	

SCENARIO 1

County Pro Rata Annual Share (population)			increase FY	New qtrly am
Lumpkin County 33.69%	\$ 146,582.71	\$ 146,582.71	\$ -	\$ 36,645.
Towns County 11.77%	\$ 55,122.71	\$ 55,122.71	\$ -	\$ 13,780.
Union County 24.01%	\$ 112,425.82	\$ 112,425.82	\$ -	\$ 28,106.
White County 30.52%	\$ 142,896.85	\$ 142,896.85	\$ -	\$ 35,724.
	\$ 457,028.09	\$ 457,028.09	\$ -	
difference	\$ -	\$ 0.00		

SCENARIO 2

County Pro Rata Annual Share (population)			increase FY	New qtrly am
Lumpkin County 33.69%	\$ 146,582.71	\$ 153,408.21	\$ 6,825.50	\$ 38,352.
Towns County 11.77%	\$ 55,122.71	\$ 57,647.57	\$ 2,524.86	\$ 14,411.
Union County 24.01%	\$ 112,425.82	\$ 117,574.40	\$ 5,148.58	\$ 29,393.
White County 30.52%	\$ 142,896.85	\$ 149,439.95	\$ 6,543.10	\$ 37,359.
	\$ 457,028.09	\$ 478,070.13	\$ 21,042.04	
difference	\$ -	\$ 0.00		



Lumpkin County, Georgia

Finance Department

Date: May 18, 2021

Agenda Item: American Rescue Plan Act of 2021

Item Description: American Rescue Plan Act of 2021

Facts & Historical Information:

On March 11, 2021 President Biden signed the American Rescue Plan Act of 2021 (H.R. 1319) into law. The \$1.9 trillion package, based on President Biden's American Rescue Plan (ARP), is intended to combat the COVID-19 pandemic, including the public health and economic impacts.

As part of the \$362 billion in federal fiscal recovery aid for state and local governments, \$65.1 billion is provided in direct aid to counties and an additional \$1.5 billion for public land counties. The amount allocated to Lumpkin County is \$6,528,348. There will be US Treasury guidance for how these funds may be used, and the deadline for expending funds is December 31, 2024.

In order to begin the US Treasury verification process, and at the direction of NACo and ACCG, staff submitted the requested documentation and provided an electronic signature for the American Rescue Plan Act of 2021 – Treasury's Coronavirus State and Local Fiscal Recovery Funds agreement. This item is for consideration to ratify this agreement.

Potential Courses Of Action:

- A. Ratify the American Rescue Plan Act of 2021 – Treasury's Coronavirus State and Local Fiscal Recovery Funds agreement.
- B. Do not Ratify the American Rescue Plan Act of 2021 – Treasury's Coronavirus State and Local Fiscal Recovery Funds agreement. This will prohibit Lumpkin County from receiving any of the ARP allocation.

Budget Impact:

There is no budget impact to ratifying the American Rescue Plan Act of 2021 – Treasury's Coronavirus State and Local Fiscal Recovery Funds agreement.

Staff Recommendation:

Staff recommends ratifying the American Rescue Plan Act of 2021 agreement to receive Coronavirus State and Local Fiscal Recovery Funds.