



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

April 18, 2023
5:30 PM

- **CALL TO ORDER**
- **PROCLAMATIONS**
 1. Proclamation Recognizing the 2022-2023 GHSA Traditional Varsity Wrestling State Champions
 2. Proclamation in Recognition of Magistrate Judge Jeff Lowe
 3. Proclamation in Recognition of Magistrate Judge Randy Pruitt
- **CONSIDERATION OF MINUTES**
 4. Board of Commissioners - Work Session - March 7, 2023 4:00 p.m.
 5. Board of Commissioners - Special Called Meeting - March 7, 2023 4:30 p.m.
 6. Board of Commissioners - Special Called Meeting - March 9, 2023 4:30 p.m.
 7. Board of Commissioners - Work Session II - March 21, 2023 5:30 p.m.
 8. Board of Commissioners - Regular Meeting - March 21, 2023 6:00 p.m.
 9. Board of Commissioners - Special Called Meeting - March 29, 2023 4:00 p.m.
- **RESOLUTIONS**
 10. 2023-15 Resolution Creating a Records Management Program Records Management Policy *(County Clerk Melissa Witcher)*
 11. 2023-16 Resolution to Amend the Alcoholic Beverage Ordinance *(County Clerk Melissa Witcher)*
 12. 2023-17 Resolution to Amend Sec. 1-2 of the Code of Ordinances to Provide a Definition of Planning Director *(Community & Economic Development Director Rebecca Mincey)*
 13. 2023-18 Resolution to Adopt a Policy on Recognition of Teams and Individuals by the Board of Commissioners *(County Manager Alan Ours)*
 14. 2023-19 Appoint/Reappoint Member to Lumpkin County Water & Sewerage Authority - *Darren Wood to Seat 2, and Charles Trammell to Seat 6, with a term expiring 05/31/2027*
 15. 2023-20 Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee - *Tom Lamb to Seat 1, Ben LaChance to Seat 2, Martie Heaton to Seat 3, Joseph Daugherty to Seat 4, Steve Gooch to Seat 5, Wyman Walden to Seat 6, and DeEnna Walters to Seat 7 all with terms expiring 05/15/2024*
 16. 2023-22 Appoint Members to the Lumpkin County Recycling & Litter Committee - *Evelyn Shirley to Seat 8 and Karen Ponder to Seat 2.*
- **CONTRACTS/AGREEMENTS**
 17. 2023-018 Construction Materials Testing Services and Special Inspections - Southern

Geotechnical Consultants (SGC) - Lumpkin County Recreation Center (*Special Projects Director Ashley Peck*)

18. 2023-029 Control Concepts, LLC (CCI) Contract Renewal (*Sheriff Stacy Jarrard*)
19. 2023-033 Consideration of Health Insurance Renewal and Other Voluntary Insurance Benefits (*Community & Employee Services Director Alicia Davis*)
20. 2023-034 Possible Energy Savings Program for County Buildings - Schneider Electric (*County Manager Alan Ours*)
21. 2023-036 Best Friends Animals Society 2023 Community Cat Sterilization & Microchip Clinic Grant (*Animal Shelter Manager Wayne Marshall*)
22. 2023-037 Termination of Owner's Representative Contract for the Construction of a New Animal Shelter (*Special Projects Director Ashley Peck*)
23. 2023-038 Amendment to Owner's Representative Contract for the Construction of a Recreation Center (*Special Projects Director Ashley Peck*)
24. 2023-039 FF&E Design Services for New Recreation Center - Vivre Interiors (*Special Projects Director Ashley Peck*)
25. 2023-040 Department of the Army/Camp Merrill - Fire Mutual Aid Agreement (*Fire Chief David Wimpy*)
26. 2023-041 2023 GDOT LMIG Grant (*Special Projects Manager Charles Trammell*) **Ratify**

- **OTHER ITEMS**

27. Renaming of Aquatic Center Road (Road off of Pinetree Way) (*Special Projects Director Ashley Peck*)
28. Request for Approval of Animal Shelter Repairs (*Special Projects Director Ashley Peck*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**

- **ADJOURNMENT**



Lumpkin County, Georgia

Board of Commissioners

Date:

April 18, 2023

Agenda Item:

Proclamation Recognizing the 2022-2023 GHSA Traditional Varsity Wrestling State Champions

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



Proclamation of Recognition

Lumpkin County High School

Varsity Wrestling State Champions

WHEREAS, the Lumpkin County High School Varsity Wrestling team attended the 2022-2023 Georgia High School Association Traditional Varsity Wrestling Championship in Macon, Georgia to compete against the state's best wrestlers and came away unparalleled from the rest; and

WHEREAS, reigning supreme was the awe-inspiring Austin Marshall, the amazing Nathan Nielsen, & astounding Greta Garbuzovas as they all earned the ultimate title of State Champions; and

WHEREAS, earning medals as State placers showing they were an unstoppable force not to be reckoned with were TJ Payne, Nora Garbuzovas, Mike Nichols, & Grant Jones; and

WHEREAS, the team also had six outstanding qualifiers: Gwennie Wight, Jacob Matthews, Jonah Holmes, Jacob Pricer, Will Soles, & Hayden Roy; and

WHEREAS, these 13 astonishing wrestlers with their combined passion and determination, with countless hours of practice, ensured they would be an unstoppable force against all competitors. The confidence and unforgettable memories from this experience will undoubtedly serve as a positive influence on these young athletes' lives for many years to come.

NOW THEREFORE, BE IT RESOLVED that the Lumpkin County Board of Commissioners honor the team and their Head Coach Sean Hage for their achievements in the 2022-2023 GHSA State Championship and hereby proclaim April 18th, 2023 as **Lumpkin County High School Varsity Wrestling Day**.

IN WITNESS WHEREOF, we have set our hand and caused the seal of Lumpkin County to be affixed this 18th day of April, 2023.

Lumpkin County, Georgia

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher, County Clerk



Lumpkin County, Georgia

Board of Commissioners

Date: April 18, 2023

Agenda Item: Proclamation in Recognition of Magistrate Judge Jeff Lowe

Item Description: This is a proclamation in recognition of Jeff Lowe's service to Lumpkin County as Magistrate Judge.

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



Proclamation of Recognition

Magistrate Judge William Jeffrey Lowe

WHEREAS, Magistrate Judge William Jeffrey Lowe, known to all as “Jeff,” was born on April 12, 1958, and was a lifelong resident and native of Dahlonega and Lumpkin County. After graduating from Lumpkin County High School and North Georgia Police Academy in Athens, he then spent twenty-eight years in law enforcement, twenty-four of which were in Lumpkin County; and

WHEREAS, After being elected as Chief Magistrate Judge in 1997, Judge Lowe introduced innovations and positive changes to the Magistrate Court in Lumpkin County, such as allowing mediation for civil cases and participating in the Electronic Warrant Interchange program to save taxpayer funds; and

WHEREAS, Judge Lowe enjoyed teaching Lumpkin County’s youth about court proceedings during school field trips, and he began an internship program for North Georgia College students to provide them with hands-on court experience. Judge Lowe also helped underprivileged children during the holidays by creating the “Shop with the Judges” program; and

WHEREAS, Judge Lowe was also highly involved with the community, which included service as President of the Jaycees and membership in numerous organizations such as the Blue Mountain Masonic Lodge #38, Dahlonega Lions Club, Habitat for Humanity, Woodmen of the World, and Antioch Baptist Church. Judge Lowe was also cherished by his wife, Debbie, and their children and grandchildren.

NOW THEREFORE, BE IT RESOLVED that the Members of the Lumpkin County Board of Commissioners hereby honor *Magistrate Judge William Jeffrey Lowe* for his unwavering commitment to serving the citizens of Lumpkin County.

IN WITNESS WHEREOF, we have set our hand and caused the seal of Lumpkin County to be affixed this 18th day of April, 2023.

Lumpkin County, Georgia

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher, County Clerk



Lumpkin County, Georgia

Board of Commissioners

Date: April 18, 2023

Agenda Item: Proclamation in Recognition of Magistrate Judge Randy Pruitt

Item Description: This is a proclamation in recognition of Randy Pruitt's service to Lumpkin County as Magistrate Judge.

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



Proclamation of Recognition

Magistrate Judge Randy Pruitt

WHEREAS, Magistrate Judge Randy Pruitt was born in Lumpkin County on August 1st, 1958, as the youngest of ten siblings. He graduated from Lumpkin County High School in 1976 and began his long career of public service when he became a dispatcher with the Lumpkin County Sheriff's Office at 19 years of age; and

WHEREAS, Judge Pruitt continued his career and eventually served as Sheriff from 1989 to 1993. As a man of many talents, he also worked as a licensed auctioneer, businessman, and real estate agent. Judge Pruitt was a member of Bethel Tabernacle Baptist Church and was known by all as a faithful servant of the Lord; and

WHEREAS, in 2010, Judge Pruitt was appointed as Assistant Magistrate Judge by his lifelong friend, Magistrate Judge Jeff Lowe. Judge Pruitt had the honor of being elected Chief Magistrate Judge in 2012, a position in which he served until he departed to be with the Lord on January 21st, 2022; and

WHEREAS, beyond his career in public service, Judge Pruitt was loved and cherished by his wife Rachel, their five children, and eleven grandchildren. He was known by the entire community for his kind spirit, his generosity, and his unwavering faith in the face of adversity.

NOW THEREFORE, BE IT RESOLVED that the Members of the Lumpkin County Board of Commissioners hereby honor **Magistrate Judge Randy Michael Pruitt** for the countless hours he spent in service to his community, and urge all citizens to remember the lasting impact he made on Lumpkin County.

IN WITNESS WHEREOF, we have set our hand and caused the seal of Lumpkin County to be affixed this 18th day of April, 2023.

Lumpkin County, Georgia

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher, County Clerk



Lumpkin County, Georgia

County Clerk

Date:

April 18, 2023

Agenda Item:

Board of Commissioners - Work Session - March 7, 2023 4:00 p.m.

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



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

March 7, 2023
4:00 PM

- **CALL TO ORDER**

- **PRESENTATIONS**

1. Ninth District Presentation - *Marilyn Smiley*

- **PROCLAMATIONS**

2. Proclamation Recognizing the 2022-2023 GHSA Traditional Varsity Wrestling State Champions
3. Child Abuse Prevention Month Proclamation

- **MINUTES**

4. Board of Commissioners - Work Session - February 7, 2023 4:00 p.m.
5. Board of Commissioners - Work Session II - February 21, 2023 5:30 p.m.
6. Board of Commissioners - Regular Meeting - February 21, 2023 6:00 p.m.

- **RESOLUTIONS**

7. 2023-11 Appoint/Reappoint Members to Hospital Authority of Lumpkin County - -- to Seat 6 of an unexpired term ending 03/01/2026, Debbie Bodney to Seat 7, Michiel E. Davis to Seat 8, and Clark Pierce to Seat 9 all with terms expiring 03/01/2027
8. 2023-12 Appoint/Reappoint Members to Veterans Affairs Committee - -- to Seat 5, and Trent Miller to Seat 9, both with terms expiring 04/14/2027 and Luke Ballentine to Seat 8 with a term expiring 04/14/2026.
9. 2023-13 Appoint Member to the Building Committee - Joseph Daugherty to Seat 7 and Brooke Smith to Seat 10, both with terms expiring 12/31/2023
10. 2023-14 Participation in the New Opioid Settlements and MOU with the State of Georgia (County Attorney Joy Edelberg)

- **CONTRACTS/AGREEMENTS**

11. 2023-019 CivicPlus - Municode Codification Subscription Contract (County Clerk Melissa Witcher)
12. 2023-020 Ninth District Opportunity Inc. Lease - Head Start Building (Special Projects Director Ashley Peck)
13. 2023-021 Deanna, Inc. DHS Coordinated Transportation SFY2023 – Congregate Transportation (Senior Center Manager Linda Kirkpatrick)
14. 2023-022 Accessible Solutions Inc. – Software as a Service (SaaS) Services Agreement/ Add Single User to the ServTracker Program (Senior Center Manager Linda Kirkpatrick)
15. 2023-023 Disaster Debris Removal & Disposal (Roads Superintendent David Robinson)

WORK SESSION II

16. 2023-024 Disaster Debris Monitoring Contract (*Roads Superintendent David Robinson*)
 17. 2023-025 GDOT Right of Way Maintenance Agreement at SR 9 and 52 Roundabout (*Special Projects Director Ashley Peck*)
 18. 2023-026 Financial Assistance Award Form CD-451 for award 13-08-I2210_2 CD -451 (*Development Authority Director Rebecca Mincey*)
- **OTHER ITEMS**
 19. Hidden Cove Road Quit Claim Deed (*County Attorney Joy Edelberg*)
 20. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Welcome Dinner (*County Clerk Melissa Witcher*)
 21. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Graduation Dinner (*County Clerk Melissa Witcher*)
 22. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner (*County Clerk Melissa Witcher*)
 23. Approval of Expansion to the EOC (*Special Projects Director Ashley Peck*)
 24. Approval of Interior Design Option for the New Recreation Center (*Special Projects Director Ashley Peck*)
 25. Approval of Fire Station #2 Modifications (*Special Projects Director Ashley Peck*)
 - **COUNTY MANAGER**
 - **COUNTY ATTORNEY**
 - **COMMISSIONERS**
 - **PUBLIC COMMENT (Agenda Specific)**
 - **ADJOURNMENT**

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



March 7, 2023
4:00 PM

CALL TO ORDER

The meeting was called to order at 4:00 pm. Present were Chairman Chris Dockery, Commissioner Tucker Greene, Commissioner Bobby Mayfield, Commissioner Rhett Stringer, and Commissioner Jeff Moran.

PRESENTATIONS

1. Ninth District Presentation - Marilyn Smiley

After the presentation, Senior Center Manager Linda Kirkpatrick shared how important Ninth District has been in helping the senior citizens of Lumpkin County.

PROCLAMATIONS

2. Proclamation Recognizing the 2022-2023 GHSA Traditional Varsity Wrestling State Champions

3. Child Abuse Prevention Month Proclamation

MINUTES

4. Board of Commissioners - Work Session - February 7, 2023 4:00 p.m.
5. Board of Commissioners - Work Session II - February 21, 2023 5:30 p.m.
6. Board of Commissioners - Regular Meeting - February 21, 2023 6:00 p.m.

RESOLUTIONS

7. 2023-11 Appoint/Reappoint Members to Hospital Authority of Lumpkin County - -- to Seat 6 of an unexpired term ending 03/01/2026, Debbie Bodney to Seat 7, Michiel E. Davis to Seat 8, and Clark Pierce to Seat 9 all with terms expiring 03/01/2027

Chairman Dockery stated that Larry Charles has moved out of the county, so he cannot be reappointed.

8. 2023-12 Appoint/Reappoint Members to Veterans Affairs Committee - -- to Seat 5, and Trent Miller to Seat 9, both with terms expiring 04/14/2027 and Luke Ballentine to Seat 8 with a term expiring 04/14/2026.

This is to appoint and reappoint members to the Lumpkin County Veterans Affairs Committee - -- to Seat 5, and Trent Miller to Seat 9, both with terms expiring 04/14/2027 and Luke Ballentine to Seat 8 with a term expiring 04/14/2026.

9. 2023-13 Appoint Member to the Building Committee - Joseph Daugherty to Seat 7 and Brooke Smith to Seat 10, both with terms expiring 12/31/2023

10. 2023-14 Participation in the New Opioid Settlements and MOU with the State of Georgia (County Attorney Joy Edelberg)

Consideration of participation in the five new national opioid settlements with Defendants Teva, Allegran, CVS, Walgreens, and Wal-Mart (collectively the “New Opioid Settlements”) and entering into a Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

CONTRACTS/AGREEMENTS

11. 2023-019 CivicPlus - Municode Codification Subscription Contract (County Clerk Melissa Witcher)

This is a renewal of the codification contract with CivicPlus.

12. 2023-020 Ninth District Opportunity Inc. Lease - Head Start Building (Special Projects Director Ashley Peck)

Lease renewal for Head Start/Ninth District Opportunity

13. 2023-021 Deanna, Inc. DHS Coordinated Transportation SFY2023 – Congregate Transportation (Senior Center Manager Linda Kirkpatrick)

For the period July 1, 2022 to June 30, 2023, it is requested that the Lumpkin County Board of Commissioners enter into a contract with Deanna Specialty Transportation, Inc. (DST) for congregate transportation (for participants of the Congregate Nutrition Program). The total projected revenue for SFY 2023 is \$52,000.00.

14. 2023-022 Accessible Solutions Inc. – Software as a Service (SaaS) Services Agreement/ Add Single User to the ServTracker Program (Senior Center Manager Linda Kirkpatrick)

The Lumpkin County Senior Center is requesting that the Lumpkin County Board of Commissioners enter into an agreement with Accessible Solutions, Inc. This agreement will provide the Senior Center the ability to have a third employee who can learn and use the ServTracker Program.

15. 2023-023 Disaster Debris Removal & Disposal (Roads Superintendent David Robinson) **WORK SESSION II**

16. 2023-024 Disaster Debris Monitoring Contract (Roads Superintendent David Robinson)

Consideration of a Contract for Disaster Debris Monitoring

17. 2023-025 GDOT Right of Way Maintenance Agreement at SR 9 and 52 Roundabout (Special Projects Director Ashley Peck)

Right of Way Maintenance Agreement with GDOT to maintain the roundabout at SR 9 and 52

18. 2023-026 Financial Assistance Award Form CD-451 for award 13-08-I2210_2 CD -451 (Development Authority Director Rebecca Mincey)

The attached amendment is the approval of a no-cost extension to the NTIA broadband infrastructure project period of performance from 02/28/2023 to 02/28/2024. The no-cost extension request was made to NTIA due to the lengthy permitting process with the US Forest Service required for the environmental assessment of the project.

OTHER ITEMS

19. Hidden Cove Road Quit Claim Deed (County Attorney Joy Edelberg)

Discussion on quit claiming a small parcel containing the Hidden Cove Subdivision community well located within the right of way of Hidden Cove Road

20. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Welcome Dinner (County Clerk Melissa Witcher)

Special Event Permit allowing the Chamber of Commerce to hold their annual welcome dinner on August 31, 2023.

Work Session

March 7, 2023

2

21. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Graduation Dinner (County Clerk Melissa Witcher)

Special Event Permit allowing the Chamber of Commerce to hold their annual graduation dinner on May 11, 2023.

22. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner (County Clerk Melissa Witcher)

Special Event Permit allowing the Chamber of Commerce to hold their annual meeting and dinner on November 2, 2023.

Chairman Dockery asked if there is a way to make a policy of some sort so these yearly special event permits do not have to come before the Board of Commissioners each time.

23. Approval of Expansion to the EOC (Special Projects Director Ashley Peck)

Approval to move forward with the proposed EOC expansion.

Commissioner Mayfield asked if the blasting from the nearby construction site had affected the Emergency Operations Center. E911 Director Carlton Chester replied that there has been no further rain seepage that they have seen.

24. Approval of Interior Design Option for the New Recreation Center (Special Projects Director Ashley Peck)

Approval of interior design option for the new recreation center.

25. Approval of Fire Station #2 Modifications (Special Projects Director Ashley Peck)

Approval to modify the existing layout of Station 2 and add an additional room for sleeping quarters.

COUNTY MANAGER

Mr. Ours gave an update on the construction progress of the new recreation center and pool facility.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene said the Lady Indians Basketball Team will be playing in the State Championship this Friday in Macon.

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

The meeting was adjourned at 4:19 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County

Work Session
March 7, 2023
3



Lumpkin County, Georgia

County Clerk

Date: April 18, 2023

Agenda Item: Board of Commissioners - Special Called Meeting - March 7, 2023 4:30 p.m.

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

March 7, 2023
4:30 PM

- **CALL TO ORDER**
- **CONSIDERATION OF AGENDA**
- **CONTRACTS**
 1. 2023-017 Mt Olive Church Road Culvert Bid Award (*Special Projects Manager Charles Trammell*)
 2. 2023-018 Contract Proposal for Construction Materials Testing Services and Special Inspections required for the Lumpkin County Recreation Center (*Planning Director Bruce Georgia*)
- **EXECUTIVE SESSION - *Litigation***
- **ADJOURNMENT**

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



March 7, 2023
4:30 PM

CALL TO ORDER

The meeting was called to order at 4:29 pm. Present were Chairman Chris Dockery, Commissioner Tucker Greene (departed at 5:36 pm), Commissioner Bobby Mayfield, Commissioner Rhett Stringer, and Commissioner Jeff Moran.

CONSIDERATION OF AGENDA

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

CONTRACTS

1. 2023-017 Mt Olive Church Road Culvert Bid Award (Special Projects Manager Charles Trammell)

Recommendation to award the Mt Olive Church Road Culvert Bid.

Motion: *Commissioner Stringer moved to approve the bid award, and Commissioner Moran seconded the motion. The motion was approved and carried.*

2. 2023-018 Contract Proposal for Construction Materials Testing Services and Special Inspections required for the Lumpkin County Recreation Center (Planning Director Bruce Georgia)

Consideration of Southern Geotechnical Consultants (SGC) special inspection contract proposal.

Motion: *Chairman Dockery made a motion to table this item. Commissioner Greene seconded the motion, which was approved and carried.*

EXECUTIVE SESSION – Litigation

Motion: *Commissioner Mayfield made a motion to enter executive session at 4:32 pm and was seconded by Commissioner Moran. The motion was approved and carried.*

Commissioner Greene departed the meeting at 5:36 pm.

Motion : *Commissioner Mayfield moved to exit executive session and re-enter regular session at 5:38 pm, and was seconded by Commissioner Moran. The motion was approved and carried.*

Chairman Dockery announced that the Board of Commissioners decided not to vote or make any decisions contrary to our current position on pending litigation.

ADJOURNMENT

Motion: *Commissioner Mayfield made a motion to adjourn the meeting and was seconded by Commissioner Stringer. The motion was approved and the meeting adjourned at 5:39 pm.*

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date:

April 18, 2023

Agenda Item:

Board of Commissioners - Special Called Meeting - March 9, 2023 4:30 p.m.

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



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

March 9, 2023
4:30 PM

- **CALL TO ORDER**
- **CONSIDERATION OF AGENDA**
- **EXECUTIVE SESSION - *Litigation***
- **ADJOURNMENT**

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



March 9, 2023
4:30 PM

CALL TO ORDER

The meeting was called to order at 4:31 pm. Present were Chairman Chris Dockery, Commissioner Tucker Greene, Commissioner Bobby Mayfield, Commissioner Rhett Stringer, and Commissioner Jeff Moran.

CONSIDERATION OF AGENDA

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

EXECUTIVE SESSION - Litigation

Motion: Commissioner Mayfield moved to enter executive session at 4:32 pm, and was seconded by Commissioner Greene. The motion was approved unanimously.

Motion: Commissioner Greene made a motion to exit executive session and re-enter regular session at 4:42 pm. Commissioner Mayfield seconded the motion, which was approved and carried.

There were no announcements from executive session.

ADJOURNMENT

Motion: Commissioner Mayfield moved to adjourn the meeting at 4:42 pm and was seconded by Commissioner Moran. The motion was approved and carried.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: April 18, 2023

Agenda Item: Board of Commissioners - Work Session II - March 21, 2023 5:30 p.m.

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY
Board of Commissioners
Work Session II Agenda
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March 21, 2023
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- **CALL TO ORDER**
- **PROCLAMATIONS**
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- **CONSIDERATION OF MINUTES**
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 7. 2023-13 Appoint Member to the Building Committee - *Joseph Daugherty to Seat 7 and Brooke Smith to Seat 10, both with terms expiring 12/31/2023*
 8. 2023-14 Participation in the New Opioid Settlements and MOU with the State of Georgia (*County Attorney Joy Edelberg*)
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 12. 2023-022 Accessible Solutions Inc. – Software as a Service (SaaS) Services Agreement/ Add Single User to the ServTracker Program (*Senior Center Manager Linda Kirkpatrick*)
 13. 2023-023 Disaster Debris Removal & Disposal Contract - Ceres Environmental (*Roads Superintendent David Robinson*)
 14. 2023-024 Disaster Debris Removal and Disposal Secondary Contract - Southern Disaster Recovery (*Roads Superintendent David Robinson*)
 15. 2023-025 Disaster Debris Monitoring Contract - Thompson Consulting Services (*Roads Superintendent David Robinson*)

16. 2023-026 Disaster Debris Monitoring Secondary Contract - DebrisTech (*Roads Superintendent David Robinson*)
17. 2023-027 GDOT Right of Way Maintenance Agreement at SR 9 and 52 Roundabout (*Special Projects Director Ashley Peck*)
18. 2023-028 Financial Assistance Award Form CD-451 for award 13-08-I2210_2 CD -451 (*Development Authority Director Rebecca Mincey*)
19. 2023-029 Control Concepts, LLC (CCI) Contract Renewal (*Sheriff Stacy Jarrard*)
20. 2023-030 2023 LMIG Contract Amendment 1 - Colditz Trucking (*Special Projects Manager Charles Trammell*)
21. 2023-031 Approve Revised and Restated Intergovernmental Agreement between the Lumpkin County Board of Commissioners and the Development Authority of Lumpkin County (*County Manager Alan Ours*)

- **OTHER ITEMS**

22. Hidden Cove Road Quit Claim Deed (*County Attorney Joy Edelberg*)
23. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Welcome Dinner (*County Clerk Melissa Witcher*)
24. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Graduation Dinner (*County Clerk Melissa Witcher*)
25. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner (*County Clerk Melissa Witcher*)
26. Approval of Expansion to the EOC (*Special Projects Director Ashley Peck*)
27. Approval of Interior Design Option for the New Recreation Center (*Special Projects Director Ashley Peck*)
28. Approval of Fire Station #2 Modifications (*Special Projects Director Ashley Peck*)
29. Director of Community and Economic Development (*County Manager Alan Ours*)

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENT (Agenda Specific)**

- **ADJOURNMENT**

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



March 21, 2023
5:30 PM

CALL TO ORDER

The meeting was called to order at 5:31 PM. Present were Chairman Chris Dockery, Commissioner Tucker Greene, Commissioner Bobby Mayfield, Commissioner Rhett Stringer, and Commissioner Jeff Moran.

PROCLAMATIONS

1. Child Abuse Prevention Month Proclamation

CONSIDERATION OF MINUTES

2. Board of Commissioners - Work Session - February 7, 2023 4:00 p.m.
3. Board of Commissioners - Work Session II - February 21, 2023 5:30 p.m.
4. Board of Commissioners - Regular Meeting - February 21, 2023 6:00 p.m.

RESOLUTIONS

5. 2023-11 Appoint/Reappoint Members to Hospital Authority of Lumpkin County - Debbie Bodney to Seat 7, Michiel E. Davis to Seat 8, and Clark Pierce to Seat 9 all with terms expiring 03/01/2027

6. 2023-12 Appoint/Reappoint Members to Veterans Affairs Committee - Trent Miller to Seat 9, with a term expiring 04/14/2027 and Luke Ballentine to Seat 8 with a term expiring 04/14/2026.

This is to appoint and reappoint members to the Lumpkin County Veterans Affairs Committee - Trent Miller to Seat 9, with a term expiring 04/14/2027 and Luke Ballentine to Seat 8 with a term expiring 04/14/2026.

7. 2023-13 Appoint Member to the Building Committee - Joseph Daugherty to Seat 7 and Brooke Smith to Seat 10, both with terms expiring 12/31/2023

8. 2023-14 Participation in the New Opioid Settlements and MOU with the State of Georgia (County Attorney Joy Edelberg)

Consideration of participation in the five new national opioid settlements with Defendants Teva, Allegran, CVS, Walgreens, and Wal-Mart (collectively the "New Opioid Settlements") and entering into a Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

CONTRACTS/AGREEMENTS

9. 2023-019 CivicPlus - Municode Codification Subscription Contract (County Clerk Melissa Witcher)

This is a renewal of the codification contract with CivicPlus.

10. 2023-020 Ninth District Opportunity Inc. Lease - Head Start Building (Special Projects Director Ashley Peck)

Lease renewal for Head Start/Ninth District Opportunity

11. 2023-021 Deanna, Inc. DHS Coordinated Transportation SFY2023 – Congregate Transportation (Senior Center Manager Linda Kirkpatrick)

For the period July 1, 2022 to June 30, 2023, it is requested that the Lumpkin County Board of Commissioners enter into a contract with Deanna Specialty Transportation, Inc. (DST) for congregate transportation (for participants of the Congregate Nutrition Program). The total projected revenue for SFY 2023 is \$52,000.00.

12. 2023-022 Accessible Solutions Inc. – Software as a Service (SaaS) Services Agreement/ Add Single User to the ServTracker Program (Senior Center Manager Linda Kirkpatrick)

The Lumpkin County Senior Center is requesting that the Lumpkin County Board of Commissioners enter into an agreement with Accessible Solutions, Inc. This agreement will provide the Senior Center the ability to have a third employee who can learn and use the ServTracker Program.

13. 2023-023 Disaster Debris Removal & Disposal Contract - Ceres Environmental (Roads Superintendent David Robinson)

Consideration of disaster debris removal and disposal contract with Ceres Environmental. Commissioner Mayfield asked for some clarification on why there are multiple contracts relating to disaster debris. Finance Director Abby Branan explained that the County will contract with two companies, but there is not a preference for who gets contacted first in the event of an emergency. If one company is unable to respond to the event, the other contractor will be contacted.

14. 2023-024 Disaster Debris Removal and Disposal Secondary Contract - Southern Disaster Recovery (Roads Superintendent David Robinson)

Consideration of disaster debris removal and disposal contract with Southern Disaster Recovery.

15. 2023-025 Disaster Debris Monitoring Contract - Thompson Consulting Services (Roads Superintendent David Robinson)

Consideration of a Contract for Disaster Debris Monitoring

16. 2023-026 Disaster Debris Monitoring Secondary Contract - DebrisTech (Roads Superintendent David Robinson)

Consideration of a Contract for Disaster Debris Monitoring

17. 2023-027 GDOT Right of Way Maintenance Agreement at SR 9 and 52 Roundabout (Special Projects Director Ashley Peck)

Right of Way Maintenance Agreement with GDOT to maintain the roundabout at SR 9 and 52

18. 2023-028 Financial Assistance Award Form CD-451 for award 13-08-I2210 2 CD -451 (Development Authority Director Rebecca Mincey)

The attached amendment is the approval of a no-cost extension to the NTIA broadband infrastructure project period of performance from 02/28/2023 to 02/28/2024. The no-cost extension request was made to NTIA due to the lengthy permitting process with the US Forest Service required for the environmental assessment of the project.

19. 2023-029 Control Concepts, LLC (CCI) Contract Renewal (Sheriff Stacy Jarrard)

Renewal of the contract for supporting existing Security System Cameras, Monitors, Door locks, NVRs and microcomputer.

Sheriff Jarrard explained this company has been unreliable and takes two or three months to respond to maintenance requests. Currently, everything with the system is working except for one camera monitor. A new company would be unwilling to use CCI's current technology since it is all proprietary, meaning leaving the company would be very expensive as an entire new system would have to be put in.

Additionally, Sheriff Jarrard said CCI is desiring to exit the jail security business and focus on HVAC instead. It would be expensive to install a new system, but it would be advantageous to have the detention center and the Justice Center all under the same company.

Chairman Dockery observed that their rate is \$145 per hour under the contract, and \$ 185 per hour without a contract. The proposed renewal cost is \$3,900, but the Sheriff said the company barely comes out as it is. It could be even worse without a contract, but he questions whether it is worth it to pay the \$ 3,900 renewal. Chairman Dockery said this might be a project to prioritize for SPLOST funding if the Sheriff would like for it to take precedence over something else. Funding would have to be found, meaning that something else may have to be cut.

The Chairman asked the Sheriff to identify what the priority is. The camera system is working right now, but what if it goes out? If they choose the body scanner, there might not be money available for cameras later. Sheriff Jarrard said he is 100% in favor of choosing the body scanner. Chairman Dockery asked Sheriff Jarrard if he understood that prioritizing the body scanner would mean the County might not have funds to replace the camera system, and the Sheriff said he understood.

Commissioner Stringer asked if we could table this for a month instead of voting on it tonight, and he asked Ms. Branan what is in the Sheriff's SPLOST work plan requests. Ms. Branan said fencing was requested, and Sheriff Jarrard said he would remove the fencing for the camera system. The body scanner would be around \$175,000, so there would be enough for both the body scanner and a new camera system.

They discussed the possibility of tabling this item until later, but Doug Cochran said he fears Control Concepts will be finished if we don't renew the contract. He has reason to believe they are ready to be done. Sheriff Jarrard explained the company wouldn't turn off the system in that event, but they would no longer answer calls for service. The Sheriff said he could reach out to Motorola for a quote on extending their Justice Center contract to include the security system at the Detention Center, but it will take more than a few days to get the quote back. Chairman Dockery asked if we should pay the \$3,900 to buy us time, but Sheriff Jarrard said he doesn't think it would be wise to pay that.

20. 2023-030 2023 LMIG Contract Amendment 1 - Colditz Trucking (Special Projects Manager Charles Trammell)
Recommendation to add this list of roads to the recently bid LMIG list for 2023.

21. 2023-031 Approve Revised and Restated Intergovernmental Agreement between the Lumpkin County Board of Commissioners and the Development Authority of Lumpkin County (County Manager Alan Ours)
Revised and Restated Intergovernmental Agreement between the Lumpkin County Board of Commissioners and the Development Authority of Lumpkin County

OTHER ITEMS

22. Hidden Cove Road Quit Claim Deed (County Attorney Joy Edelberg)
Discussion on quit claiming a small parcel containing the Hidden Cove Subdivision community well located within the right of way of Hidden Cove Road

23. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Welcome Dinner (County Clerk Melissa Witcher)
Special Event Permit allowing the Chamber of Commerce to hold their annual welcome dinner on August 31, 2023.

24. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Graduation Dinner (County Clerk Melissa Witcher)
Special Event Permit allowing the Chamber of Commerce to hold their annual graduation dinner on May 11, 2023.

25. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner (County Clerk Melissa Witcher)
Special Event Permit allowing the Chamber of Commerce to hold their annual meeting and dinner on November 2, 2023.

26. Approval of Expansion to the EOC (Special Projects Director Ashley Peck)

Approval to move forward with the proposed EOC expansion.

27. Approval of Interior Design Option for the New Recreation Center (Special Projects Director Ashley Peck)

Approval of interior design option for the new recreation center.

28. Approval of Fire Station #2 Modifications (Special Projects Director Ashley Peck)

Approval to modify the existing layout of Station 2 and add an additional room for sleeping quarters.

29. Director of Community and Economic Development (County Manager Alan Ours)

Approval to create the position of Community and Economic Development Executive Director

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: April 18, 2023

Agenda Item: Board of Commissioners - Regular Meeting - March 21, 2023 6:00 p.m.

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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

March 21, 2023
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**
 1. Child Abuse Prevention Month Proclamation
- **CONSIDERATION OF MINUTES**
 2. Board of Commissioners - Work Session - February 7, 2023 4:00 p.m.
 3. Board of Commissioners - Work Session II - February 21, 2023 5:30 p.m.
 4. Board of Commissioners - Regular Meeting - February 21, 2023 6:00 p.m.
- **RESOLUTIONS**
 5. 2023-11 Appoint/Reappoint Members to Hospital Authority of Lumpkin County - *Debbie Bodney to Seat 7, Michiel E. Davis to Seat 8, and Clark Pierce to Seat 9 all with terms expiring 03/01/2027*
 6. 2023-12 Appoint/Reappoint Members to Veterans Affairs Committee - *Trent Miller to Seat 9, with a term expiring 04/14/2027 and Luke Ballentine to Seat 8, with a term expiring 04/14/2026.*
 7. 2023-13 Appoint Member to the Building Committee - *Joseph Daugherty to Seat 7 and Brooke Smith to Seat 10, both with terms expiring 12/31/2023*
 8. 2023-14 Participation in the New Opioid Settlements and MOU with the State of Georgia (*County Attorney Joy Edelberg*)
- **REPORTS**

County Department reports can be viewed at www.lumpkincounty.gov
- **CONTRACTS/AGREEMENTS**
 9. 2023-019 CivicPlus - Municode Codification Subscription Contract (*County Clerk Melissa Witcher*)
 10. 2023-020 Ninth District Opportunity Inc. Lease - Head Start Building (*Special Projects Director Ashley Peck*)
 11. 2023-021 Deanna, Inc. DHS Coordinated Transportation SFY2023 – Congregate Transportation (*Senior Center Manager Linda Kirkpatrick*)

12. 2023-022 Accessible Solutions Inc. – Software as a Service (SaaS) Services Agreement/ Add Single User to the ServTracker Program (*Senior Center Manager Linda Kirkpatrick*)
 13. 2023-023 Disaster Debris Removal & Disposal Contract - Ceres Environmental (*Roads Superintendent David Robinson*)
 14. 2023-024 Disaster Debris Removal and Disposal Secondary Contract - Southern Disaster Recovery (*Roads Superintendent David Robinson*)
 15. 2023-025 Disaster Debris Monitoring Contract - Thompson Consulting Services (*Roads Superintendent David Robinson*)
 16. 2023-026 Disaster Debris Monitoring Secondary Contract - DebrisTech (*Roads Superintendent David Robinson*)
 17. 2023-027 GDOT Right of Way Maintenance Agreement at SR 9 and 52 Roundabout (*Special Projects Director Ashley Peck*)
 18. 2023-028 Financial Assistance Award Form CD-451 for award 13-08-I2210_2 CD -451 (*Development Authority Director Rebecca Mincey*)
 19. 2023-029 Control Concepts, LLC (CCI) Contract Renewal (*Sheriff Stacy Jarrard*)
 20. 2023-030 2023 LMIG Contract Amendment 1 - Colditz Trucking (*Special Projects Manager Charles Trammell*)
 21. 2023-031 Approve Revised and Restated Intergovernmental Agreement between the Lumpkin County Board of Commissioners and the Development Authority of Lumpkin County (*County Manager Alan Ours*)
- **OTHER ITEMS**
 22. Hidden Cove Road Quit Claim Deed (*County Attorney Joy Edelberg*)
 23. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Welcome Dinner (*County Clerk Melissa Witcher*)
 24. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Graduation Dinner (*County Clerk Melissa Witcher*)
 25. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner (*County Clerk Melissa Witcher*)
 26. Approval of Expansion to the EOC (*Special Projects Director Ashley Peck*)
 27. Approval of Interior Design Option for the New Recreation Center (*Special Projects Director Ashley Peck*)
 28. Approval of Fire Station #2 Modifications (*Special Projects Director Ashley Peck*)
 29. Director of Community and Economic Development (*County Manager Alan Ours*)
 - **COUNTY MANAGER**
 - **COUNTY ATTORNEY**
 - **COMMISSIONERS**
 - **PUBLIC COMMENTS**
 - **EXECUTIVE SESSION - Litigation**
 - **ADJOURNMENT**

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



March 21, 2023
6:00 PM

CALL TO ORDER

The meeting was called to order at 6:07 PM. Present were Chairman Chris Dockery, Commissioner Tucker Greene, Commissioner Bobby Mayfield, Commissioner Rhett Stringer, and Commissioner Jeff Moran.

INVOCATION

Sheriff Jarrard gave the invocation, which was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

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

PUBLIC COMMENTS (Agenda Specific)

There were no comments from the public.

PROCLAMATIONS

1. Child Abuse Prevention Month Proclamation

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

CONSIDERATION OF MINUTES

2. Board of Commissioners - Work Session - February 7, 2023 4:00 p.m.
3. Board of Commissioners - Work Session II - February 21, 2023 5:30 p.m.
4. Board of Commissioners - Regular Meeting - February 21, 2023 6:00 p.m.

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

RESOLUTIONS

5. 2023-11 Appoint/Reappoint Members to Hospital Authority of Lumpkin County - Debbie Bodney to Seat 7, Michiel E. Davis to Seat 8, and Clark Pierce to Seat 9 all with terms expiring 03/01/2027

***Motion:** Chairman Dockery made a motion to appoint Debbie Bodney to Seat 7 with a term expiring 3/01/2027. The motion was seconded by Commissioner Stringer, and the motion was approved unanimously.*

***Motion:** Chairman Dockery moved to appoint Michiel Davis to Seat 8 with a term expiring 3/07/2027. Commissioner Greene seconded the motion. The motion was approved and carried.*

***Motion:** Chairman Dockery made a motion to appoint Clark Pierce to Seat 9 with a term expiring 3/01/2027. The motion was seconded by Commissioner Moran. The motion was approved and carried.*

Regular Meeting
March 21, 2023

6. 2023-12 Appoint/Reappoint Members to Veterans Affairs Committee - Trent Miller to Seat 9, with a term expiring 04/14/2027 and Luke Ballentine to Seat 8, with a term expiring 04/14/2026.

This is to appoint and reappoint members to the Lumpkin County Veterans Affairs Committee - Trent Miller to Seat 9, with a term expiring 04/14/2027 and Luke Ballentine to Seat 8 with a term expiring 04/14/2026.

Motion: Chairman Dockery made a motion to appoint Trent Miller to Seat 9 with a term expiring 4/14/2027. Commissioner Stringer seconded the motion, which was approved and carried.

Motion: Chairman Dockery made a motion to appoint Luke Ballentine to Seat 8 with a term expiring 4/14/2026. The motion was seconded by Commissioner Moran, which was approved unanimously.

7. 2023-13 Appoint Member to the Building Committee - Joseph Daugherty to Seat 7 and Brooke Smith to Seat 10, both with terms expiring 12/31/2023

Motion: Chairman Dockery moved to appoint Joseph Daugherty to Seat 7 with a term expiring 12/31/2023. Commissioner Greene seconded the motion, which was approved and carried.

Motion: Chairman Dockery moved to appoint Brooke Smith to Seat 10 with a term expiring 12/31/2023, and he was seconded by Commissioner Stringer. The motion was approved unanimously.

8. 2023-14 Participation in the New Opioid Settlements and MOU with the State of Georgia (County Attorney Joy Edelberg)
Consideration of participation in the five new national opioid settlements with Defendants Teva, Allegran, CVS, Walgreens, and Wal-Mart (collectively the “New Opioid Settlements”) and entering into a Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Motion: Commissioner Greene moved to approve the resolution and was seconded by Commissioner Mayfield. The motion was approved and carried.

REPORTS

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

Sheriff Jarrard said the annual Easter Egg Hunt will be April 8th at the R-Ranch. Volunteers are welcome to come help set up at 8:00 AM.

CONTRACTS/AGREEMENTS

9. 2023-019 CivicPlus - Municode Codification Subscription Contract (County Clerk Melissa Witcher)

This is a renewal of the codification contract with CivicPlus.

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

10. 2023-020 Ninth District Opportunity Inc. Lease - Head Start Building (Special Projects Director Ashley Peck)

Lease renewal for Head Start/Ninth District Opportunity

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

11. 2023-021 Deanna, Inc. DHS Coordinated Transportation SFY2023 – Congregate Transportation (Senior Center Manager Linda Kirkpatrick)

For the period July 1, 2022 to June 30, 2023, it is requested that the Lumpkin County Board of Commissioners enter into a contract with Deanna Specialty Transportation, Inc. (DST) for congregate transportation (for participants of the Congregate Nutrition Program). The total projected revenue for SFY 2023 is \$52,000.00.

Motion: Commissioner Greene made a motion to approve the contract, and Commissioner Moran seconded the motion. The motion was approved and carried.

12. 2023-022 Accessible Solutions Inc. – Software as a Service (SaaS) Services Agreement/ Add Single User to the ServTracker Program (Senior Center Manager Linda Kirkpatrick)

The Lumpkin County Senior Center is requesting that the Lumpkin County Board of Commissioners enter into an agreement with Accessible Solutions, Inc. This agreement will provide the Senior Center the ability to have a third employee who can learn and use the ServTracker Program.

Motion: Commissioner Stringer moved to approve the contract, and the motion was seconded by Commissioner Greene. The motion was approved and carried.

13. 2023-023 Disaster Debris Removal & Disposal Contract - Ceres Environmental (Roads Superintendent David Robinson)

Consideration of disaster debris removal and disposal contract with Ceres Environmental.

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

14. 2023-024 Disaster Debris Removal and Disposal Secondary Contract - Southern Disaster Recovery (Roads Superintendent David Robinson)

Consideration of disaster debris removal and disposal contract with Southern Disaster Recovery.

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

15. 2023-025 Disaster Debris Monitoring Contract - Thompson Consulting Services (Roads Superintendent David Robinson)

Consideration of a Contract for Disaster Debris Monitoring

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

16. 2023-026 Disaster Debris Monitoring Secondary Contract - DebrisTech (Roads Superintendent David Robinson)

Consideration of a Contract for Disaster Debris Monitoring

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

17. 2023-027 GDOT Right of Way Maintenance Agreement at SR 9 and 52 Roundabout (Special Projects Director Ashley Peck)

Right of Way Maintenance Agreement with GDOT to maintain the roundabout at SR 9 and 52

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

18. 2023-028 Financial Assistance Award Form CD-451 for award 13-08-I2210 2 CD -451 (Development Authority Director Rebecca Mincey)

The attached amendment is the approval of a no-cost extension to the NTIA broadband infrastructure project period of performance from 02/28/2023 to 02/28/2024. The no-cost extension request was made to NTIA due to the lengthy permitting process with the US Forest Service required for the environmental assessment of the project.

Motion: Commissioner Greene moved to accept the amendment and was seconded by Commissioner Moran. The motion was approved and carried.

19. 2023-029 Control Concepts, LLC (CCI) Contract Renewal (Sheriff Stacy Jarrard)

Renewal of the contract for supporting existing Security System Cameras, Monitors, Door locks, NVRs and microcomputer.

Motion: Commissioner Stringer made a motion to table this item until April to allow the Sheriff and County staff to come up with a way forward. The motion was seconded by Commissioner Moran, and the motion was approved and carried.

20. 2023-030 2023 LMIG Contract Amendment 1 - Colditz Trucking (Special Projects Manager Charles Trammell)

Recommendation to add this list of roads to the recently bid LMIG list for 2023.

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

21. 2023-031 Approve Revised and Restated Intergovernmental Agreement between the Lumpkin County Board of Commissioners and the Development Authority of Lumpkin County (County Manager Alan Ours)

Revised and Restated Intergovernmental Agreement between the Lumpkin County Board of Commissioners and the Development Authority of Lumpkin County

Motion: Commissioner Stringer moved to approve the agreement and was seconded by Commissioner Moran. The motion was approved and carried.

OTHER ITEMS

22. Hidden Cove Road Quit Claim Deed (County Attorney Joy Edelberg)

Discussion on quit claiming a small parcel containing the Hidden Cove Subdivision community well located within the right of way of Hidden Cove Road

Motion: Commissioner Stringer made a motion to approve and was seconded by Commissioner Greene. The motion was approved unanimously.

23. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Welcome Dinner (County Clerk Melissa Witcher)

Special Event Permit allowing the Chamber of Commerce to hold their annual welcome dinner on August 31, 2023.

24. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Graduation Dinner (County Clerk Melissa Witcher)

Special Event Permit allowing the Chamber of Commerce to hold their annual graduation dinner on May 11, 2023.

25. Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner (County Clerk Melissa Witcher)

Special Event Permit allowing the Chamber of Commerce to hold their annual meeting and dinner on November 2, 2023.

Motion: Commissioner Stringer made a motion to approve items 23 through 25 by acclamation. Commissioner Mayfield gave the second, and the motion was approved unanimously.

Regular Meeting

March 21, 2023

4

26. Approval of Expansion to the EOC (Special Projects Director Ashley Peck)

Approval to move forward with the proposed EOC expansion.

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

27. Approval of Interior Design Option for the New Recreation Center (Special Projects Director Ashley Peck)

Approval of interior design option for the new recreation center.

Motion: Commissioner Greene made a motion to approve the item and was seconded by Commissioner Moran. The motion was approved, and it carried.

28. Approval of Fire Station #2 Modifications (Special Projects Director Ashley Peck)

Approval to modify the existing layout of Station 2 and add an additional room for sleeping quarters.

Motion: Commissioner Stringer moved to approve the item and was seconded by Commissioner Greene. The motion was approved and carried.

29. Director of Community and Economic Development (County Manager Alan Ours)

Approval to create the position of Community and Economic Development Executive Director

Motion: Commissioner Greene made a motion to approve the position and was seconded by Commissioner Mayfield. The motion was approved and carried.

COUNTY MANAGER

County Manager Alan Ours gave an update on the progress of the new Recreation Center & Pool Facility.

COUNTY ATTORNEY

There were no comments from the County Attorney.

COMMISSIONERS

Chairman Dockery welcomed members from Leadership Lumpkin and School Board Member Bobby Self.

PUBLIC COMMENTS

There were no comments from the public.

EXECUTIVE SESSION - Litigation

Motion: Commissioner Mayfield made a motion to enter executive session at 6:32 pm and was seconded by Commissioner Stringer. The motion was approved and carried.

Motion: Commissioner Greene moved to exit executive session and re-enter regular session at 7:15 pm. Commissioner Moran seconded the motion, and the motion was approved and carried.

There were no announcements from executive session.

Regular Meeting

March 21, 2023

5

ADJOURNMENT

Motion: *Commissioner Mayfield moved to adjourn the meeting and was seconded by Commissioner Greene. The motion was approved and carried. The meeting was adjourned at 7:16 pm.*

Date

Chris Dockery, Chairman

Lumpkin County Board of Commissioners

Attest:

Melissa Witcher

Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date: April 18, 2023

Agenda Item: Board of Commissioners - Special Called Meeting - March 29, 2023 4:00 p.m.

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Agenda
Executive Conference Room
99 Courthouse Hill
Dahlonega, GA 30533

March 29, 2023
4:00 PM

- **CALL TO ORDER**
- **CONSIDERATION OF AGENDA**
- **EXECUTIVE SESSION - LITIGATION**
- **ADJOURNMENT**

LUMPKIN COUNTY
Board of Commissioners
Special Called Meeting Minutes
Executive Conference Room
99 Courthouse Hill
Dahlonega, GA 30533



March 29, 2023
4:00 PM

CALL TO ORDER

The meeting was called to order at 4:19 pm. Present were Chairman Chris Dockery, Commissioner Tucker Greene, Commissioner Bobby Mayfield, Commissioner Rhett Stringer, and Commissioner Jeff Moran.

CONSIDERATION OF AGENDA

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

EXECUTIVE SESSION - LITIGATION

***Motion:** Commissioner Greene moved to enter executive session at 4:20 pm. Commissioner Mayfield seconded the motion, which was approved and carried.*

***Motion:** Commissioner Stringer moved to exit executive session and re-enter regular session. The motion was seconded by Commissioner Greene, and it was approved unanimously. Executive session ended at 4:42 pm.*

Commissioner Mayfield issued a statement followed by a motion: " Mr. Chairman, in light of our almost inevitable win in the lawsuit against the City of Dahlonega in the matter of the LOST negotiations, the impact on the City government would most certainly be devastating to them financially in my opinion. It was never our intent to harm anyone, the intent was to bring the City Council to the table and to mediate like they voted to do. And considering that all City residents are also County residents, I feel that we, as a Board of Commissioners, represent all parties on both sides of the litigation. Therefore, I would like to make a motion that we, as a Board of Commissioners, act unilaterally to drop the current LOST litigation against the City of Dahlonega." The motion was seconded by Commissioner Greene, and it was approved unanimously.

Chairman Dockery stated there is no need to have tomorrow's joint meeting with the City Council.

ADJOURNMENT

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date:	April 18, 2023
Agenda Item:	2023-15 Resolution Creating a Records Management Program Records Management Policy (<i>County Clerk Melissa Witcher</i>)
Item Description:	This is a policy adopted to stay in compliance with the Georgia Records Act to establish the framework of rules and guidelines for handling all of the County's records throughout their lifecycles, including creation, access, use, storage, retention and disposition. This Policy ensures the satisfaction of legal obligations, regulatory requirements, and operational needs for records and their retention by establishing consistent and accountable recordkeeping practices throughout the County.
Facts & Historical Information:	Currently each department is in charge of keeping their records according to the SOS retention schedule. There has never been a formal policy explaining what the rules and guidelines were for handling those records. Carl Vinson Institute recommends that we establish and approve a policy to ensure the records are being handled correctly.
Potential Courses Of Action:	A. Approve the policy. B. Disapprove the policy and continue keeping the records like we have in the past.
Budget Impact:	None
Staff Recommendation:	To approve the records management policy.

LUMPKIN COUNTY RESOLUTION NO. 2023 – 15

**A RESOLUTION TO ADOPT THE
LUMPKIN COUNTY RECORDS MANAGEMENT POLICY**

Whereas, the Lumpkin County Board of Commissioners desires to adopt a records management policy in compliance with the Georgia Records Act (OCGA §50-18-90, et seq.) to establish a framework of rules and guidelines for handling all County records throughout their lifecycle, including creation, access, use, storage, retention and disposition thereof; and

Whereas, this policy will ensure compliance with the Georgia Records Act, regulatory requirements, and meet operational needs for records and their retention by establishing consistent and accountable recordkeeping practices through the County;

Now therefore, it is hereby resolved that the Lumpkin County Records Management Policy attached hereto as Exhibit “A” is hereby approved and adopted.

Resolved, adopted and effective this 18th day of April, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Lumpkin County

Records Management Policy



April 2023

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15.	ELECTRONIC RECORDS MANAGEMENT.....	7

Lumpkin County Records Management Policy

The Georgia Records Act (OCGA §50-18-90, et seq.) and the rules and regulations established pursuant to said Act are hereby adopted as a basis for establishing a Lumpkin County Records Management Policy.

- 1. PURPOSE.** The Lumpkin County Records Management Policy is adopted in compliance with the Georgia Records Act to establish the framework of rules and guidelines for handling all of the County's records throughout their lifecycles, including creation, access, use, storage, retention and disposition. This Policy ensures the satisfaction of legal obligations, regulatory requirements, and operational needs for records and their retention by establishing consistent and accountable recordkeeping practices throughout the County.
- 2. APPLICABILITY.**
 - a. This policy implements the Georgia Records Act.
 - b. This policy, the records management program, and the records retention schedules apply to all records in whatever form the records exist, including all digital records and all physical records.
 - c. All appointed Lumpkin County officials and their employees; and
 - d. All elected Lumpkin County officials who have elected or will elect to participate in the county records management program as permitted by the Georgia Records Act. The records management program is cumulative of this policy and the Georgia Records Act.
- 3. DEFINITION OF OFFICIAL RECORDS.** All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information recording media, regardless of physical form or characteristics and regardless of whether public access is open or restricted under the law of Georgia. This statement is in reference to and in compliance with Georgia Records Act (O.C.G.A. §50-18-90). Records created or received by Lumpkin County or any of its officers or employees pursuant to law or in the transaction of public business are hereby declared to be the official records of Lumpkin County. These records created, maintained, and disposed of in accordance with the provisions of this policy or procedures authorized by it and in no other matter.
- 4. ADDITIONAL DEFINITIONS.** The following definition shall apply in the application of the Program:
 - a. Essential Record: means any record of Lumpkin County necessary to the resumption or continuation of operations of Lumpkin County in an emergency or disaster, to the re-creation of the legal and financial status of Lumpkin County, or the protection and fulfillment of statutory or constitutional obligations of Lumpkin County or Lumpkin County officials.

- b. Formal Records Destruction: shall mean a process for implementing the destruction of County records that does not require the affirmative authorization of the Board of Commissioners and/or County Manager.
- c. Georgia Records Act: means Title 50 (*State Government*), Chapter 18. (*State Printing and Documents*), Article 5 (*State Records Management*) of the Georgia Code and includes the rules adopted under the Georgia Records Act.
- d. Informal Records Destruction: means a process for implementing the destruction of County records that does not require the affirmative authorization of Board of Commissioners and/or County Manager.
- e. Permanent Record: means any record of Lumpkin County for which the retention period on the approved Records Retention Schedule is given as “permanent”.
- f. Records Center: means an establishment maintained by the County primarily for the storage, processing, servicing, and security of public records that must be retained for varying periods of time but need not be retained in an agency's office equipment or office space.
- g. Records Management: means the application of management techniques to the creation, utilization, maintenance, retention, preservation, and disposal of records undertaken to reduce costs and improve efficiency of record keeping. "Records management" includes management of filing and microfilming equipment and supplies; filing and information retrieval systems; files, correspondence, reports, and forms management; historical documentation; micrographics; retention programming; and vital records protection.
- h. Retention Schedule: means set of disposition instructions prescribing how long, where, and what form a records series shall be kept.
- i. Retention Period: means the minimum time that must pass after the creation, recording, or receipt of a record, or the fulfillment of certain actions associated with a record, before it is eligible for destruction.
- j. Vital Records: means any record vital to the resumption or continuation of operations, or both; to the re-creation of the legal and financial status of government in the state; or to the protection and fulfillment of obligations to citizens of the state.

5. INVENTORY CONTROL

The County Clerk or Deputy County Clerk are the Records Manager of the County. Every department/office will have a Records Liaison. The Records Liaison should have a list of all the documents, files, and records created/received and maintained by their department/offices.

The documents, files, and records should be dated and listed as permanent record if they are never to be destroyed. All others documents/files should be disposed of by the required retention schedule.

6. LUMPKIN COUNTY RECORDS DECLARED PUBLIC PROPERTY.

- a. All Lumpkin County records are hereby declared to be the property of Lumpkin County. No County official or employee has, by virtue of his or her position, any personal or property rights to such records even though he or she may have developed or compiled them. Lumpkin County forbids the unauthorized destruction, removal, or use of its records and information.
- b. The County reserves the right to access and review the content of all records and information created, stored, transmitted or received using the County systems and resources except as provided by law. Employees should not expect any right to privacy with respect to such documents and communications.
- c. Department heads/Elected Officials at their discretion may authorize employees to make and keep reference copies of public documents provided that it does not violate the Open Records Act, compromise the interests of Lumpkin County or impose a burden on County Facilities.

7. POLICY. It is hereby declared to be the policy of Lumpkin County to provide for efficient, economical and effective controls over the creation, distribution, organization, maintenance use, and disposition of all County records and records through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Georgia Records Act.

This Policy is supplemented by the following County policies and any other issues relating to records management. Employees are advised to review this documentation for additional guidance.

- Record Retention Schedule
- Records Management Procedures Manual
- County Personnel Regulations
- Departmental records management policies

8. DESIGNATION OF RECORDS MANAGEMENT OFFICER.

The County Records Manager in the County Clerk Department and successive holders of said position, shall serve as Records Management Officer for County. As provided by the Georgia Records Act as amended, each successive holder of the position shall file his or her name with the State of Georgia Archives, Records Management Office.

9. DUTIES OF RECORDS MANAGEMENT OFFICER. The Records Management Officer shall:

- a. Administer the Records Management Program and provide assistance and training to the department/office Records Liaisons;
- b. Plan, formulate, and prescribe records disposition policies, systems, standards, and procedures;

- c. Provide records management advice, training and assistance to all departments/offices by preparation of a manual of procedure and policy and by on-site consultation;
- d. Monitor records retention schedules and administrative rules issued by the State of Georgia Archives to determine if the Records Management Program and the County's Records Retention Schedule are in compliance with state regulations;
- e. Facilitate and document the destruction of records disposed of under the Records Retention Schedule and the estimated cost and space saving as a result of such disposal or disposition;
- f. Bring to the attention of the County Manager non-compliance with the policies and procedures of the Records Management Program or of the Georgia Records Act, as amended;
- g. Plan for and coordinate records disaster preparedness and disaster response.
- h. Act as the liaison to the Georgia State Archives/ Records Management division.

10. DUTIES AND RESPONSIBILITIES OF DEPARTMENT HEADS/ELECTED OFFICIALS.

Each Department Head/Elected Official shall:

- a. Cooperate with the Records Management Officer in carrying out the policies and procedures established in County for the efficient and economical management of records and in carrying out the requirements of this policy.
- b. Adequately document the transaction of government business and the services, programs, and duties for which the Department Head/Elected Official and their staff are responsible.
- c. Maintain the records in their care and carry out their arrangement, description, preservation (including, migrating and refreshing electronic media as necessary), and disposition.
- d. Establish, as necessary, internal policies and procedures to facilitate compliance with this Records Management Policy, The Georgia Records Act, and the informational needs of the department/office. Such internal policies may include identifying specific employees authorized to destroy/delete records as prescribed by the Records Management Procedures Manual, requiring the minimum retention or mandatory destruction of records, and restricting access to specific systems and areas.
- e. Ensure that the departments/offices Records Liaison and the records management staff have sufficient time and resources to implement the records management program.

11. DESIGNATION OF DEPARTMENT/OFFICE RECORDS LIAISON. Each Department Head/Elected Official shall designate in writing (or re-affirm in writing) a member of their staff to serve as Records Liaison for the implementation of the Records Management Program in their department/office.

- a. The Department/Office Records Liaison shall have sufficient knowledge of the department/office operations.

12. DUTIES AND RESPONSIBILITIES OF DEPARTMENT/OFFICE RECORDS LIAISON.

Department/Office Records Liaison shall:

- a. Cooperate with the Records Management Officer in the implementation and maintenance of the County Records Retention Schedule;
- b. In cooperation with the Records Management Officer, coordinate and implement the policies and procedures of the Records Management Program in their department/office;
- c. Disseminate information to department staff concerning the Records Management Program.
- d. Review each new information technology system or system enhancements with the Records Management Officer, to ensure that the new system complies with the records management program.

13. DUTIES AND RESPONSIBILITIES OF COUNTY EMPLOYEES, CONTRACTORS, AGENTS

All County employees, contractors and agents have a responsibility to comply with records management policies and procedures, relevant laws, and regulations.

Specific responsibilities include:

- a. Creating, receiving and managing records as part of their daily work according to established policies and procedures.
- b. Evaluating paper and electronic records to determine their appropriate classification and storage requirements.
- c. Disposing of records according to Lumpkin County records management policy and procedures.

14. RECORDS RETENTION SCHEDULE TO BE MAINTAINED AND FILED WITH THE STATE

The Records Management Officer, in cooperation with Department Heads/Elected Officials and Records Liaison, shall maintain and request updates as needed from the State Archives. This will include all records created or received by county departments/offices participating in the County-wide program and the retention period for each record.

15. ELECTRONIC RECORDS MANAGEMENT.

The County utilizes a variety of systems and media to store records and other data. The Information Systems and Technology Department is directed to ensure access, security, and the recovery of data in the event of an emergency.



Lumpkin County, Georgia

County Clerk

Date:	April 18, 2023
Agenda Item:	2023-16 Resolution to Amend the Alcoholic Beverage Ordinance (<i>County Clerk Melissa Witcher</i>)
Item Description:	This is to amend the special event permit process in the alcoholic beverage ordinance. The proposed change would require a new permit to go before the BOC for approval. If the license is for an event that has been approved by the BOC then the County Clerk will be allowed approve the permits the following years.
Facts & Historical Information:	
Potential Courses Of Action:	A. Approve the amendment to the ordinance. B. Disapprove the amendment and keep the ordinance the way it currently is.
Budget Impact:	None.
Staff Recommendation:	

LUMPKIN COUNTY RESOLUTION NO. 2023 – 16

**A RESOLUTION TO AMEND
THE
LUMPKIN COUNTY ALCOHOLIC BEVERAGE ORDINANCE**

Whereas, the Lumpkin County Board of Commissioners desires to amend the Lumpkin County Alcoholic Beverage Ordinance to provide a procedure for the issuance of special event permits for recurrent annual events conducted by the same organization at the same location;

Now, therefore, it is hereby resolved that Chapter 4, Section 4-289 of the Code of Ordinances of Lumpkin County shall be amended to add the following subsection:

(h) A special event permit may be issued by the County Clerk upon receipt of a completed application by an organization or business for an event that has received a permit for the same event at the same location in a prior year. Any such applications for a recurrent event are not required to be presented at a meeting of the Board of Commissioners prior to the issuance of a permit.

Resolved, adopted and effective this 18th day of April, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Planning

Date:	April 18, 2023
Agenda Item:	2023-17 Resolution to Amend Sec. 1-2 of the Code of Ordinances to Provide a Definition of Planning Director (<i>Community & Economic Development Director Rebecca Mincey</i>)
Item Description:	Request to revise the code of ordinances to provide a definition of Planning Director.
Facts & Historical Information:	The Lumpkin County Code of Ordinances references the Planning Director position. With the reorganization of the Planning Department and the creation of the Community and Economic Development Director position, the code of ordinances needs to be revised to define the Planning Director shall mean mean the Community and Economic Development Director.
Potential Courses Of Action:	a. Approve the request as presented b. Approve the request with changes c. Do not approve the request
Budget Impact:	No budget impact
Staff Recommendation:	Approve the request as presented.

LUMPKIN COUNTY RESOLUTION NO. 2023 – 17

**A RESOLUTION TO AMEND
CHAPTER 1, SECTION 1-2 OF THE CODE OF ORDINANCES OF LUMPKIN COUNTY
TO PROVIDE A DEFINITION OF THE TERM PLANNING DIRECTOR**

Whereas, the Lumpkin County Board of Commissioners has created the position of Community and Economic Development Director; and

Whereas, the prior position of Planning Director and the position of the Executive Director of the Development Authority of Lumpkin County has been combined into the position of Community and Economic Development Director; and

Whereas, the term planning director is referenced throughout the Code of Ordinances of Lumpkin County; and

Whereas, the Board of Commissioners desires to provide a definition of the term planning director in the Code of Ordinances of Lumpkin County so that all references to the term planning director shall mean the Community and Economic Development Director;

Now, therefore, it is hereby resolved that Chapter 1, Section 1-2 of the Code of Ordinances of Lumpkin County shall be amended to add the following definition:

Planning director. In the construction of this Code, the term planning director shall mean the Community and Economic Development Director.

Resolved, adopted and effective this 18th day of April, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

County Manager

Date:	April 18, 2023
Agenda Item:	2023-18 Resolution to Adopt a Policy on Recognition of Teams and Individuals by the Board of Commissioners (<i>County Manager Alan Ours</i>)
Item Description:	Adopt a policy to recognize teams and individuals by the Board of Commissioners
Facts & Historical Information:	Lumpkin County is very blessed to have outstanding athletic teams and outstanding athletes. It has been the practice of the Board of Commissioners to formally recognize individuals and teams for achieving state champion status. However, there has never been a formal policy outlining the process and eligibility. The proposed policy provides a process for the recognition of athletic teams and individual athletes who have achieved champion status. The proposed policy was developed and recommended by the Park and Recreation Advisory Board.
Potential Courses Of Action:	A. Approve the proposed policy B. Ask the Parks and Recreation Advisory Board to make changes to the proposed policy C. Take no action
Budget Impact:	The proposed policy has no impact to the budget
Staff Recommendation:	

LUMPKIN COUNTY RESOLUTION NO. 2023 – 18

**A RESOLUTION TO ADOPT A POLICY
FOR THE RECOGNITION OF TEAMS AND INDIVIDUALS BY
THE LUMPKIN COUNTY BOARD OF COMMISSIONERS**

Whereas, it has been the practice of the Lumpkin County Board of Commissioners to recognize individuals and teams for achieving state champion status; however, there has never been a formal policy providing a process or eligibility; and

Whereas, the Lumpkin County Parks and Recreation Citizens Advisory Board has developed and recommended a policy for consideration by the Board of Commissioners;

Whereas, the Board of Commissioners desires to approve and adopt the recommended policy;

Now therefore, it is hereby resolved that the Policy for Recognition of Teams and Individuals by the Lumpkin County Board of Commissioners attached hereto as Exhibit “A” is hereby approved and adopted.

Resolved, adopted and effective this 18th day of April, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Exhibit "A"

Recognition of Teams and Individuals by the Lumpkin County Board of Commissioners

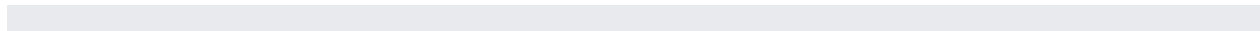
Policy:

The Lumpkin County Board of Commissioners will recognize any Lumpkin County team or individual who is a recognized State Champion/Super Bowl Champion for their associated discipline. Recognition will only take place after the following procedures have been met.

Procedures:

The Parks and Recreation Manager will add the team recognition recommendation to the next Lumpkin County Parks & Recreation Advisory Board Agenda. If approved by the Advisory Board, the recommendation will be sent to the Board of Commissioners (BOC). The BOC Administrative Staff will work with the team or individual wishing to be recognized to schedule a time for the recognition to take place within 30 business days of the BOC receiving the request from the Advisory Board.

Lumpkin County Schools Administration should notify the Lumpkin County Board of Commissioners Administrative Staff in writing of any Lumpkin County School District individual or team that they would like to be recognized. The Board of Commissioners Administrative Staff will work with the Lumpkin County School System to schedule a time for the recognition to take place within 30 business days of the BOC receiving the request from Lumpkin County Schools.





Lumpkin County, Georgia

Board of Commissioners

Date:

April 18, 2023

Agenda Item:

2023-19 Appoint/Reappoint Member to Lumpkin County Water & Sewerage Authority - *Darren Wood to Seat 2, and Charles Trammell to Seat 6, with a term expiring 05/31/2027*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-19

**A RESOLUTION TO REAPPOINT MEMBERS TO THE
THE LUMPKIN COUNTY WATER AND SEWERAGE AUTHORITY**

Whereas, the Lumpkin County Board of Commissioners desires to reappoint members to the Board of the Lumpkin County Water and Sewerage Authority whose term will expire on May 31, 2023;

Now, therefore, it is hereby resolved that the following persons are reappointed to the Lumpkin County Water and Sewerage Authority for the seats and terms as follows:

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Darren Wood	2	May 31, 2027
Charles Trammell	6	May 31, 2027

Resolved, adopted and effective this 18th day of April, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners

Date:

April 18, 2023

Agenda Item:

2023-20 Appoint/Reappoint Members to Yahoola Creek Reservoir Property Study Committee - *Tom Lamb to Seat 1, Ben LaChance to Seat 2, Martie Heaton to Seat 3, Joseph Daugherty to Seat 4, Steve Gooch to Seat 5, Wyman Walden to Seat 6, and DeEnna Walters to Seat 7 all with terms expiring 05/15/2024*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023 – 20

**A RESOLUTION TO EXTEND THE TERM OF THE
YAHoola CREEK RESERVOIR PROPERTY STUDY COMMITTEE
AND APPOINT MEMBERS**

Whereas, the Board of Commissioners of Lumpkin County re-established a committee to study and consider the potential and future uses of the Yahoola Creek Reservoir Property by Lumpkin County Resolution No. 2018-36; and

Whereas, by Lumpkin County Resolution No. 2021-54, seven members were reappointed to the committee for an eighteen-month term ending May 15, 2023; and

Whereas, the Board of Commissioners desires to appoint members of the committee to serve for a twelve-month term beginning May 16, 2023 and ending May 15, 2024;

Now therefore, it is hereby resolved that the following seven members are appointed to the Yahoola Creek Reservoir Property committee for the seats and terms as follows:

Seat No.	Member Name:	Term Ending:
Seat 1:	Tom Lamb	May 15, 2024
Seat 2:	Ben LaChance	May 15, 2024
Seat 3:	Martie Heaton	May 15, 2024
Seat 4:	Joseph Daugherty	May 15, 2024
Seat 5:	Steve Gooch	May 15, 2024
Seat 6:	Wyman Walden	May 15, 2024
Seat 7:	DeAnna Walters	May 15, 2024

It is further resolved that Steve Gooch shall continue to serve as Chairperson of the committee, who shall determine the meeting schedule and preside at all meetings of the committee;

Resolved, adopted and effective this 18th day of April, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

Board of Commissioners

Date:

April 18, 2023

Agenda Item:

2023-22 Appoint Members to the Lumpkin County Recycling & Litter Committee -
Evelyn Shirley to Seat 8 and Karen Ponder to Seat 2.

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

Lumpkin County Resolution No. 2023 – 22

**A Resolution to Appoint Members to the
Lumpkin County Recycling & Litter Committee**

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

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

Whereas, the Board of Commissioners desires to appoint new members to serve in Seat Two and Seat Eight;

Now therefore, it is resolved that the following persons are appointed to serve on the Lumpkin County Recycling & Litter Committee:

Seat Two: Karen Ponder

Seat Eight: Evelyn Shirley

Resolved, adopted and effective this 18th day of April, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Special Projects

Date:	April 18, 2023
Agenda Item:	2023-018 Construction Materials Testing Services and Special Inspections - Southern Geotechnical Consultants (SGC) - Lumpkin County Recreation Center (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Consideration of Southern Geotechnical Consultants (SGC) special inspection contract proposal.
Facts & Historical Information:	Currently, the county is under contract with Charles Abbot & Associates (CAA) to perform commercial plan review and inspections for the new recreation center. However, CAA does not perform the Special Inspections required for this project. Southern Geotechnical Consultants (SGC) performs these services. They, in fact have already completed site work inspections for the school currently under construction and the new recreation center site. SGC also performed the special inspections for the new hospital. The new recreation center project falls under the guidelines of "Special Inspections." As such site grading/earthwork testing, structural steel evaluations, concrete verification, masonry verification and confirmation of reinforcing steel will be performed. Southern Geotechnical Consultants proposal is based upon the drawings and project specifications and the preliminary construction schedule provided by Carroll Daniel Construction.
Potential Courses Of Action:	A) Approve the contract proposal from Southern Geotechnical Consultants to perform construction materials testing services and special inspections. B) Do not approve the contract proposal from Southern Geotechnical Consultants to perform construction materials testing services and special inspections.
Budget Impact:	The current proposed pricing for the performance of special inspections is \$73,435. The proposed budget pricing is a "Not to Exceed" price.
Staff Recommendation:	Approve the contract proposal with Southern Geotechnical Consultants for Construction Materials Testing Services and Special Inspections



February 14, 2023

Lumpkin County Planning and Development
99 Courthouse Hill
Dahlonega, GA 30533

Attention: Mr. Bruce Georgia

Subject: Construction Materials Testing Services and Special Inspections
Lumpkin County Recreation Center
Dahlonega, Georgia
SGC Proposal No. GP-2601

Dear Bruce:

Southern Geotechnical Consultants (SGC), LLC appreciates the opportunity to submit our proposal for providing construction engineering testing services for the referenced project. This proposal briefly describes our understanding of the project, outlines the scope of services requested, and presents corresponding fee information.

PROJECT INFORMATION

The project involves the site development and construction of the new Lumpkin County Recreation Center located in Dahlonega, Georgia.

We understand that the project does follow under the guidelines of "Special Inspections." As such structural steel evaluations, concrete verification, masonry verification and confirmation of reinforcing steel will be performed.

SCOPE OF SERVICES

Our proposal is based upon reviewing the drawings and project specifications and the preliminary construction schedule provided by Carroll Daniel Construction. We note that in putting together the anticipated scope of services for building construction we have relied upon our past experience with similar projects.

NPDES

Southern Geotechnical Consultants, LLC will collect storm water samples by hand after a specified qualifying event for the duration of the project and the samples will be analyzed according to the requirements of the permit. SGC will provide a brief report, which should be included in your monthly storm water monitoring report that must be submitted to the EPD. SGC's personnel will also conduct weekly inspections of the BMP's and after every qualifying rainfall event. All of SGC's personnel that will be performing the inspections are Level 1B certified by the Georgia Soil and Water Conservation Commission. Field reports outlining our findings will be provided to you in the field and/or the next business day as required.

Site Grading/Earthwork

- Provide a representative during any undercutting within the building footprint and to observe undercutting of any existing fill required after reaching planned subgrade elevation.
- Provide a representative to observe proofrolling of the exposed subsoil prior to beginning fill placement to check for stability of the exposed subgrade and provide recommendations as needed for mitigation.
- Conduct laboratory standard Proctor tests (ASTM D-698) to determine the moisture/density relationship of representative soil samples.
- Have a field technician present as needed to conduct in-place field density tests to document the percent compaction achieved by the contractor and provide recommendations for earthwork activities as needed.

Foundation Testing

- Provide a representative to evaluate all shallow foundation excavations, and/or grade beams for compliance with the project plans including a check that the footing dimensions match that as shown on the project plans. Also, use a dynamic cone penetrometer (DCP) to check the consistency of the bearing soils for consistency with those encountered in our borings.

Floor Slab Evaluations

- Provide a representative to evaluate slab areas prior to concrete placement. Evaluation will include random probing of soil subgrade and if possible, observing a proofroll of the area.

Reinforcing Steel

- Provide a representative to observe placement of reinforcing steel in foundations and other structural members.
- Document that the size, spacing, support and layout of reinforcing steel conform to project drawings.

Concrete

- Provide a field technician to observe the concrete placement.
- Take samples and perform tests on plastic concrete in the field, including slump, air content, temperature, and other tests required by the project specifications.
- Make four, 4-inch by 8-inch concrete cylinder specimens per set for compressive strength testing.
- Cure, test, and report concrete cylinder test specimens as required by the specifications.

Masonry

- Provide a field technician to observe the masonry block, grout and masonry cell reinforcement placement.
- Take samples and perform tests on plastic block fill grout in the field, including slump, air content, temperature, and other tests required by the project specifications.
- Sample, masonry unit specimens for compressive strength testing.
- Make four, masonry grout test specimens per set for compressive strength testing.
- Make six, 2-inch by 2-inch mortar test specimens per set for compressive strength testing.
- Cure, test, and report masonry grout and mortar test specimens as required by the specifications.

Bolt & Weld Evaluations

- Provide a certified welding inspector to visually evaluate the bolt torque and welded connections per specifications. Also, we will provide all non-destructive evaluations of moment weld connections as the specifications dictate.

Asphalt Paving

- In-place density testing of the base course for planned asphalt pavements, along with an associated modified Proctor test.
- Evaluation of exposed base course by observing a proofroll of the area to be paved.
- Observe placement of asphalt to measure temperature, thickness and compaction methods.
- Coring asphalt to verify thickness and compaction.

COST BASIS

We propose that the fees for our services be determined on a unit rate basis in accordance with the attached Fee Schedules. We have prepared an attached budget for your use. We note that the proposed budget pricing is a "Not to Exceed" price.

RESPONSIBILITIES

Our personnel will be experienced in the types of testing being performed and will perform the tests in accordance with project specifications and applicable standards of the industry in the Atlanta area. We do not have the authority to direct the contractor in the performance of their work or to authorize changes in the construction contract. We will bring to your attention any test results that indicate noncompliance, but the contractor is ultimately responsible for performing the work in accordance with the construction documents. Much of the testing is performed on a periodic and random basis and is not a guarantee of the overall work product. SGC accepts no responsibility for job-site safety, which is the sole responsibility of the contractor.

ACKNOWLEDGMENT

Thank you again for the opportunity to submit this proposal. Please contact us if you wish to discuss any aspect of this proposal or if we can be of assistance to you in any capacity.

Respectfully submitted,

Southern Geotechnical Consultants, LLC



Rodney Clark
Project Manager



A. Glenn Motes III, P.G. /P.E.
Senior Project Manager

JRC/AGM

Enclosures

SCHEDULE A

UNIT RATE FEE SUMMARY

Soil Density Testing, per hour	\$ 58.00
Site Concrete Testing, per hour	\$ 48.00
Footings, Subgrade Evaluation, per hour	\$ 69.00
Reinforcing Steel Evaluation, per hour	\$ 69.00
Visual Weld, Bolt Torque Evaluation, per hour	\$ 77.00
Ultrasonic Weld Evaluation, per hour	\$ 89.00
Standard Proctor Compaction Test, per sample	\$ 250.00
Base Course Proctor Compaction Test, per sample	\$ 300.00
Concrete Cylinder Compression Test, per set*	\$ 150.00
Masonry Grout Prism Compression Test, per set	\$ 165.00
Mortar Cube Compression Test, per set	\$ 135.00
NPDES Services, per month	\$ 950.00
Project Manager, per hour	\$ 125.00
Senior Project Manager, per hour	\$ 185.00
Trip Charge	\$ N/A

Expenses and reimbursable items will be charged at actual cost plus 25 percent.

Hourly personnel rates apply to job activities such as review of drawings, specifications and test results; consultation with project personnel; mobilization; travel time portal to portal; demobilization; and report preparation. An overtime multiplier of 1.5 will be applied to all work outside the hours of 8:00 AM to 5:00 PM, more than 8 hours in one day, Saturdays, Sundays and holidays.

*Surcharge of \$2.00 per cylinder if made by others

**FEE ESTIMATE FOR CONSTRUCTION MATERIALS TESTING
AND SPECIAL INSPECTIONS
LUMPKIN COUNTY RECREATION CENTER
DAHLONEGA, GEORGIA
SGC PROPOSAL NO. GP-2601**

SITE GRADING/EARTHWORK*

Site Observations and Fill Compaction Testing (Part-time Service)*

Estimate	21	Trips @	\$385.00 /Per Trip	\$8,085.00
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Proctors

Estimate	4	Proctors @	\$250.00 /Per Test	\$1,000.00
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SITE GRADING/EARTHWORK SUBTOTAL:				\$9,085.00
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NPDES SERVICES

Estimate	12	Months @	\$950.00 /Per Month	\$11,400.00
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NPDES SERVICES SUBTOTAL:				\$11,400.00
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SUBGRADE & OTHER ENGINEERING EVALUATIONS*

Estimate	4	Trips @	\$450.00 /Per Trip	\$1,800.00
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SLAB ON GRADE EVALUATIONS SUBTOTAL:				\$1,800.00
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BUILDING FOUNDATIONS/REINFORCING STEEL EVALUATIONS*

Estimate	26	Trips @	\$450.00 /Per Trip	\$11,700.00
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BUILDING FOUNDATIONS/REINFORCING STEEL EVALUATIONS SUBTOTAL:				\$11,700.00
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SLAB ON GRADE SUBGRADE EVALUATIONS*

Estimate	4	Trips @	\$450.00 /Per Trip	\$1,800.00
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SLAB ON GRADE EVALUATIONS SUBTOTAL:				\$1,800.00
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CONCRETE TESTING SERVICES *

Footings*

Estimate	18	Trips @	\$325.00 /Per Trip	\$5,850.00
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Slabs*

Estimate	4	Trips @	\$795.00 /Per Trip	\$3,180.00
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Cylinder Testing

Estimate	28	Sets @	\$150.00 /Per Set	\$4,200.00
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**FEE ESTIMATE FOR CONSTRUCTION MATERIALS TESTING
AND SPECIAL INSPECTIONS
LUMPKIN COUNTY RECREATION CENTER
DAHLONEGA, GEORGIA
SGC PROPOSAL NO. GP-2601**

Cylinder Pick-Up*

Estimate	22	Trips @	\$145.00 /Per Trip	\$3,190.00
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CONCRETE TESTING SERVICES SUBTOTAL:

\$16,420.00

MASONRY TESTING SERVICES *

Masonry Inspections*

Estimate	20	Trips @	\$325.00 /Per Trip	\$6,500.00
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Grout Prism Testing

Estimate	9	Sets @	\$185.00 /Per Set	\$1,665.00
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Mortar Cube Testing

Estimate	9	Sets @	\$135.00 /Per Set	\$1,215.00
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Cylinder Pick-Up*

Estimate	6	Trips @	\$145.00 /Per Trip	\$870.00
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MASONRY TESTING SERVICES SUBTOTAL:

\$10,250.00

STRUCTURAL STEEL EVALUATIONS

Visual Bolt Torque and Weld Evaluations*

Estimate	6	Trips @	\$585.00 /Per Trip	\$3,510.00
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Ultrasonic Weld Evaluations*

Estimate	2	Trips @	\$735.00 /Per Trip	\$1,470.00
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STRUCTURAL STEEL EVALUATIONS SUBTOTAL:

\$4,980.00

**FEE ESTIMATE FOR CONSTRUCTION MATERIALS TESTING
AND SPECIAL INSPECTIONS
LUMPKIN COUNTY RECREATION CENTER
DAHLONEGA, GEORGIA
SGC PROPOSAL NO. GP-2601**

ASPHALT*

Pavement Subgrade Evaluation (Proofroll)*

Estimate	5	Trips @	\$450.00 /Per Trip	\$2,250.00
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Asphalt Placement Testing*

Estimate	6	Trips @	\$425.00 /Per Trip	\$2,550.00
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ASPHALT SUBTOTAL:

\$4,800.00

FINAL SPECIAL INSPECTION SUMMARY REPORT

Estimate		\$1,200.00	\$1,200.00
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FINAL SPECIAL INSPECTION REPORT SUBTOTAL:

\$1,200.00

TESTING BUDGET TOTAL:

\$73,435.00

*Note: Assumes work performed during Monday - Friday between the hours of 8:00 am and 5:00 pm. For any work outside that time or scope will be billed at 1.5 times the applicable unit rate.

EXHIBIT A

PROPOSAL ACCEPTANCE

Description of Services Construction Materials Testing and Special Inspection Services
 Project Name Lumpkin County Recreation Center
 Project Location Dahlonega, Georgia
 Proposal Date February 14, 2023 / GP-2601 Consultant SGC, LLC

FOR PAYMENT OF CHARGES:

Charge Invoice to the Account of:

Firm _____
 Address _____ City _____
 State _____ Zip Code _____ Phone Number _____
 Attention: _____ Title _____
 Email: _____

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charges, please indicate where to mail the invoice in the space below.

Firm _____
 Address _____ City _____
 State _____ Zip Code _____ Phone Number _____
 Attention: _____ Title _____
 Email: _____

PROPERTY OWNER IDENTIFICATION (If Other Than Above):

Firm _____
 Address _____ City _____
 State _____ Zip Code _____ Phone Number _____
 Attention: _____ Title _____
 Email: _____

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the proposal contents are:

Accepted this _____ day of _____, 20_____

 Print or type individual, firm or corporate name

 Signature of authorized representative

EXHIBIT B

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR PROFESSIONAL SERVICES:

The Client and Southern Geotechnical Consultants, LLC (hereinafter referred to as Southern Geotechnical Consultants) (collectively, the Client and Southern Geotechnical Consultants shall be referred to as the "parties") agree that services covered by this Agreement shall be performed in accordance with the following Standard Terms and Conditions:

1. Standard of Care. Southern Geotechnical Consultants will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. ~~Southern Geotechnical Consultants makes no warranty, express or implied, as to its professional services rendered under this Agreement and specifically excludes any implied warranty that the services contracted for in this Agreement are suitable for the Client's project.~~ Client shall promptly notify Southern Geotechnical Consultants with reasonable specificity of any deficiencies or suspected deficiencies in the services of which Client becomes aware, so that Southern Geotechnical Consultants may take measures to minimize the consequences of such a deficiency. Failure to notify Southern Geotechnical Consultants shall relieve Southern Geotechnical Consultants of the cost of remedying the deficiencies above the sum such remedy would have cost had prompt notification been given. Client acknowledges that the services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. Client also acknowledges that environmental and geotechnical conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due professional care. Southern Geotechnical Consultants therefore cannot guaranty specific results such as the identification of all contamination or other geotechnical or environmental conditions or problems nor their resolution.

2. Payment. The Client agrees to pay Southern Geotechnical Consultants for work completed. Southern Geotechnical Consultants will invoice the Client periodically. Payments to Southern Geotechnical Consultants are due upon receipt of the invoice. Interest will accrue at the rate of 1.5% per month from the date of the invoice on all payments not made within 30 days of the date of the invoice. If you dispute any portion of an invoice, you will notify Southern Geotechnical Consultants in writing with specificity within 10 days and pay the undisputed portion of the Invoice. Non payment of any invoice within 10 days of the date of the invoice authorizes Southern Geotechnical Consultants to immediately stop work on the Client's project and to withhold all documentation on the project from the Client, without incurring any liability for damages to Client or others. If any unpaid amounts have to be collected by or through litigation or the services of an attorney, the Client shall be liable for the reasonable attorney's fees and expenses of litigation incurred by Southern Geotechnical Consultants. If Client disputes any part of an invoice, Client will notify Southern Geotechnical Consultants in writing within 10 days of receipt of the invoice and shall pay the undisputed portion at the same time. Payments to Southern Geotechnical Consultants can be in the form of cash, check or credit/debit card. Credit card payments are \$2.95 per transaction under \$107 - all other transactions are 2.75% of the total transaction (Visa, MasterCard, American Express, Discover and JCB). Debit card payments are a flat fee of \$3.95 (Visa Debit and MasterCard Debit).

3. Additional Charges. Only those services specifically listed within this proposal are included. Any future phases or additional services will require additional fees.

Southern Geotechnical Consultants services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Delays caused by acts or conditions outside the control of Southern

Geotechnical Consultants may cause an increase in the project cost. An unanticipated number of meetings between Client and Southern Geotechnical Consultants may cause an increase in Southern Geotechnical Consultants' costs and will be billed to the Client at the hourly rate charged by Southern Geotechnical Consultants.

Unforeseen, adverse field conditions may require an increase in the project schedule and fees charged to Client. Adverse field conditions include, but are not limited to, items such as limited access, extremely dense vegetation, subsurface conditions, storm damaged property, swampy conditions, existing utilities, irate property owners, restricted hours of operation or other field conditions beyond Southern Geotechnical Consultants' control. Southern Geotechnical Consultants will immediately inform the Client in writing when such conditions are encountered. Client and Southern Geotechnical Consultants will agree in writing to any changes in scope and fee before proceeding with the project.

The Client shall be responsible for all governmental fees associated with the work performed under this contract and any other fees not specifically covered by the terms of this contract. The Client shall reimburse Southern Geotechnical Consultants for responding to any subpoena or governmental inquiry or audit related to this Agreement at Southern Geotechnical Consultants' standard rates then in effect.

4. Confidentiality. ~~Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by Southern Geotechnical Consultants pertaining to Client's project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Southern Geotechnical Consultants.~~

5. Independent Contractor. Southern Geotechnical Consultants is an independent contractor and not an agent for or employee of Client and Southern Geotechnical Consultants is not empowered under the Agreement to make any binding commitments or contracts on Client's behalf nor to supervise any part of Client's project or other contractor's work for any purpose whatsoever.

6. Disputes. Any legal action between Client and Southern Geotechnical Consultants arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Hall County, Georgia, regardless of who initiates the legal action. The parties agree that any legal action filed by either party shall be sent to mediation. ~~If Southern Geotechnical Consultants is the prevailing party in any lawsuit decided by a judge or jury, Southern Geotechnical Consultants shall also be entitled to judgment for its reasonable expenses of litigation, including attorney's fees. Client agrees to indemnify, hold harmless and defend Southern Geotechnical Consultants from any third party action arising out of or related to this Agreement and to services provided by Southern Geotechnical Consultants.~~

7. Limitation of Liability. ~~In recognition of the relative risks and benefits of the project to both the Client and Southern Geotechnical Consultants, the Client agrees that the liability of Southern Geotechnical Consultants under this Agreement shall be limited to fifty thousand dollars or the total fee for services rendered on this project, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Southern Geotechnical Consultants shall not be liable for errors or omissions which are not disclosed to Southern Geotechnical Consultants, in writing, within one (1) year of the date of this Agreement. Southern Geotechnical Consultants assumes no liability for damage to others who are not a party to this Agreement and Client agrees to indemnify, hold harmless and defend Southern Geotechnical Consultants from any third party action related to this Agreement and services provided by Southern Geotechnical Consultants.~~



Southern Geotechnical Consultants shall not be liable for damages resulting from the actions or inactions of governmental agencies. Southern Geotechnical Consultants shall act as an advisor only in all governmental relations.

The Client shall be responsible for disclosing any information and providing any necessary documents related to the property or project necessary to Southern Geotechnical Consultants' performance under this Agreement. Any delays, errors or damages caused by Client's failure to timely provide documents and accurate information is the sole responsibility of Client.

~~Notwithstanding any other provision of this Agreement, Southern Geotechnical Consultants, its officers, directors, partners, employees, contractors or consultants shall not be liable for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that Client may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Client shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.~~ *RL*

8. Client's Responsibilities. Client will designate to Southern Geotechnical Consultants in writing a person to act as Client's representative who is authorized to receive notices, transmit information and make decisions regarding the project. Except as otherwise agreed, Client will secure the approvals, permits, licenses and consents necessary for performance of the services. Client will provide Southern Geotechnical Consultants with all documents and other information that are pertinent to the services and are reasonably available to Client, including information related to hazardous materials or other environmental or geotechnical conditions at the site. Before Southern Geotechnical Consultants performs any subsurface activities, Client will provide it with all plans and other information available to Client concerning underground services, conduits, pipes, tanks and other facilities and obstructions at the site. Unless otherwise indicated in writing, Southern Geotechnical Consultants will be entitled to rely upon the accuracy and completeness of the documents and information provided by the Client.

9. Termination. Either party may terminate this Agreement at any time by giving written notice to the other. Termination shall be effective when received by the party being terminated. Southern Geotechnical Consultants may terminate this Agreement at anytime without prior notice due to nonpayment by Client. If this Agreement is terminated, Southern Geotechnical Consultants shall be compensated for work actually performed and expenses incurred up to the date of termination. Southern Geotechnical Consultants shall not be liable for any consequential damages, including but not limited to, loss of use and loss of profit, incurred by the Client because of the termination of this Agreement or any subsequent resumption of the project.

10. Reuse of Documents. All documents (including electronic and computer formats) prepared by or furnished by Southern Geotechnical Consultants pursuant to this Agreement are the copyrighted property of Southern Geotechnical Consultants. Designs, reports, data and other work product delivered to Client are for Client's use only, for the limited purposes disclosed to Southern Geotechnical Consultants. They are not intended or represented to be suitable for reuse by Client or others for any purpose other than that specifically agreed to in this Agreement. Any reuse of documents prepared by Southern Geotechnical Consultants without the specific written consent of Southern Geotechnical Consultants is prohibited. If consent to reuse the documents is granted by Southern Geotechnical Consultants, such reuse shall be at user's sole risk and without liability or legal exposure to Southern Geotechnical Consultants and Client agrees to indemnify and defend Southern Geotechnical Consultants against any liabilities resulting therefrom. Any improper use shall entitle Southern Geotechnical Consultants to further compensation at rates then charged by Southern

Geotechnical Consultants. The parties agree that any breach of this paragraph by the Client or others may result in irreparable harm to Southern Geotechnical Consultants and that it is impossible to measure in money the damages that will accrue to Southern Geotechnical Consultants as the result of such a breach. Therefore, the terms and provisions of this paragraph may be specifically enforced by Southern Geotechnical Consultants in equity, and the Client hereby waives the claim or defense that a remedy at law is adequate for a breach of any of the terms and provisions of this paragraph. Any technology, methodology or technical information learned or developed by Southern Geotechnical Consultants shall remain its property.

11. Record Retention. Southern Geotechnical Consultants will retain records for a maximum of three (3) years from completion of project or termination of Southern Geotechnical Consultants duties.

12. Waiver. If one party waives enforcement of any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time, without further notice to the other party.

13. Assignments. The provisions of this Agreement are binding upon and will inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Neither Southern Geotechnical Consultants nor the Client shall assign or transfer its interest in this Agreement without written consent of the other.

14. Modification to Agreement. This Agreement represents the entire agreement between the Client and Southern Geotechnical Consultants and supersedes all prior negotiations, representations or agreements, either written or oral, for this project. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties. These Standard Terms and Conditions shall govern over any inconsistent terms in the Agreement. Unless specifically excluded, all terms and conditions of the original contract shall apply to any modification or addendum. All additional work shall be charged to the Client at the standard hourly rates charged by Southern Geotechnical Consultants, unless priced differently in the modification.

15. Severability. If any provision of this Agreement shall be determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform and modify this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision. These terms and conditions of this Agreement shall survive the completion of the services under this Agreement or and the termination of this Agreement for any cause.

16. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Georgia.

17. Notices. All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered: (A) In person, (B) By certified mail, (C) By overnight courier, (D) By fax.

18. Counterparts. The parties may sign several identical counterparts of this Agreement. Any fully signed counterpart shall be treated as an original.

19. All limitations of liability, indemnifications, warranties and representations contained in this Agreement shall survive the completion or termination of this Agreement.





Lumpkin County, Georgia

Sheriff

Date:	April 18, 2023
Agenda Item:	2023-029 Control Concepts, LLC (CCI) Contract Renewal (<i>Sheriff Stacy Jarrard</i>)
Item Description:	Renewal of the contract for supporting existing Security System Cameras, Monitors, Door locks, NVRs and microcomputer.
Facts & Historical Information:	Lumpkin County entered into a contract with Control Concepts well over 10 years ago to provide support and maintenance for cameras, door locks, monitors, etc. This contract has been renewed annually since that time. For the current renewal, they are proposing an increase to the service. The Sheriff's Office has encountered the following issues. Equipment is old and outdated, Control Concepts has been the contractor for the equipment for many years and is the only vendor that has shown an interest in maintaining the equipment.
Potential Courses Of Action:	1. The Board renew the contract with Control Concepts. The county has an established relationship with this company and they provide a necessary service. Several attempts have been made over the last few years for a different, cheaper vendor, but with no success. 2. The Board makes choice not to renew the contract with Control Concepts and direct this service to be placed out for bid of complete system replacement. Due to the age of the current equipment and other vendor's refusal to work on and with the current equipment this course of action means the county would have to go month to month until such time the service could be contracted with the new bid.
Budget Impact:	Funds are included in the 2022 operating budget for this service. The new, proposed contract is \$3900.00, approximately \$500.00 above the budgeted amount.
Staff Recommendation:	The recommendation of staff is to approve course of action #2.

Control Concepts, LLC
3550 North Pkwy, Suite 100
Cumming, GA 30040
Ofc: (770) 888-0181

Date: March 1st, 2023

Project: **Lumpkin County Jail**
4669 Airport Blvd
College Park, GA 30337

Subject: **Annual Support Agreement – Security Cameras and Components**

Ref: Proposal # 23-RB-052

Control Concepts (CCI) is quoting to our annual renewal for onsite support for the existing Security System cameras and corresponding components.

We quote the following:

Annual Support Agreement (2/1/23 thru 1/31/24)

- i. CCI will provide support for the existing cameras, monitors, NVRs and microcomputer.
- ii. Includes four (4) onsite inspections per year.
- iii. We will provide priority service, discounted labor for work outside this scope. See rate sheet below.
- iv. Material and Labor repairs are not included in this agreement. CCI will quote replacement, repairs, and upgrades separately.

Annual Support Agreement Renewal Price: \$ 3,900.00

Continue on Next Page



3550 North Parkway, Suite 100
Cumming, GA 30040

Labor Rates

(For T&M work performed outside of the scope of an active Service Agreement)

EFFECTIVE DATE: JANUARY 1, 2023

Labor Type	Non - Service Agreement		Service Agreement	
	Regular	Overtime	Regular	Overtime
Onsite Specialist (Automation & Security)	\$185.00	\$277.50	\$140.00	\$210.00
Online / Software Specialist (Automation)	\$225.00	\$337.50	\$170.00	\$255.00
Engineer	\$215.00	\$322.50	\$162.00	\$243.00
Project Management / Supervisor	\$215.00	\$322.50	\$162.00	\$243.00
Electrician	\$170.00	\$255.00	\$126.00	\$189.00
Mileage Rate	\$0.95	\$0.95	\$0.80	\$0.80

*Rates are subject to change.

Minimum Online Service Charge: Service for on-line support will incur a minimum two (2) hour labor charge at the appropriate rate.

Minimum Onsite Service Charge: Service involving travel to the customer site will incur a minimum four (4) hour labor charge plus a trip charge at the appropriate rate.

Trip Charge: Onsite service calls within a 50 mile radius of Atlanta's City Hall will be limited to a mileage charge of \$40.00. Outside of that 50 mile radius, the above mileage rates will apply. Mileage charge is based on total miles round trip from Atlanta's City Hall.

Overtime: Overtime is considered any time worked outside normal business hours (M-F 8:00 am to 5:00 pm) and are billed at one and a half times the applicable regular rate. Sunday/Holiday hours are billed at double the applicable regular rate.

Automation Material Rates: Customers with an active Service Agreement will benefit from a 50% discount off standard list pricing of iNTREO / Delta products. Customers without a Service Agreement will receive a 30% discount off standard list pricing of iNTREO / Delta products.

If services are performed at your request and inspection does not reveal any defect for which we are liable under authorization, you shall be charged at the contracted rates.

Terms and Conditions

The following Terms and Conditions section further defines the scope of this Technical Support Program.

General Provisions

- 1.1 The services provided under this agreement shall be provided during our normal working hours, Monday through Friday inclusive, excluding holidays, unless stated otherwise in this agreement.
- 1.2 This agreement, when accepted in writing by you (also referred to herein as “the Client”) and approved by an authorized Control Concepts, LLC. (also referred to herein as “we”) representative, shall constitute the entire agreement between the two parties.
- 1.3 Either party may terminate this agreement on the anniversary date of the original agreement or any extended term by giving the other party 60 days written notice. If for any reason this agreement is terminated, payment for all work performed to date will be due within 30 days of termination effective date.
- 1.4 This agreement may be modified at any time providing a letter of agreement covering such modifications and citing specific provisions herein to be modified is signed by authorized representatives of both parties. Any modifications of specific provisions of this agreement implemented in accordance with this paragraph shall not invalidate or void any other provisions or paragraphs of this agreement.
- 1.5 If in the event, during the term of this agreement or within 90 days thereafter, you hire or in any way engage, and Control Concepts, LLC. employee who is presently performing services such as this agreement, provides; compensation equal to the current annual salary of said employee will be paid by you to Control Concepts, LLC.
- 1.6 This agreement shall be governed by, construed, and enforced, in accordance with the laws of the State or Commonwealth in which the service is provided.

Initial Inspection

- 2.1 This agreement pre-supposes that all equipment is in satisfactory working condition. During the first 30 days of this agreement or at first seasonal startup, we will inspect the equipment covered by this agreement. If we find the equipment in need of repair or replacement, we will notify you in writing of the deficiency and the proposed correction. If comprehensive coverage is included in this agreement, we will not be responsible for the repair or replacement of the equipment until the equipment is restored to a condition acceptable to us. If no corrective action is taken within 30 days of our notice to you of deficiency, we will remove the equipment from coverage and adjust the agreement price accordingly.

Charges and Payments

- 3.1 Invoices are due and payable within 30 days of date of invoice. If payment is not received when due, the agreement may be considered to be breached, and we may take whatever actions are available through the law, including by not limited to suspension or termination of services and acceleration of payment. Late payments are subject to a 5% late charge.
- 3.2 If emergency service is performed at your request and inspection does not reveal any defect for which we are liable under this agreement, you shall be charged at our prevailing rates.
- 3.3 Service that is performed with your authorization on equipment not covered by this agreement shall be charged and paid by you at our prevailing rates.
- 3.4 You shall be responsible to pay any present or future sales, use, occupancy, excise or other federal, provincial, or local tax owed with respect to the services and material covered by this agreement.

Terms and Conditions (continued)

Warranty

- 4.1 We warrant for one year from original purchase date or until the termination date of this agreement, whichever occurs first, that all equipment manufactured by us or bearing our nameplate shall be free from defects in material and workmanship which arise from normal use and service, provided the equipment has been properly installed and operated in accordance with our instructions. If any equipment should prove defective under this warranty, we will at our option, repair, replace or issue credit for any such item.
- 4.2 For materials furnished but not manufactured by us nor bearing our nameplate, we will extend the same warranty we received from the manufacturer.
- 4.3 We warrant that the labor for all service provided in this agreement is guaranteed for 90 days after the work is performed.
- 4.4 This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, expressed, or implied including warranties of merchantability or of fitness for a particular purpose.
- 4.5 Your remedies with respect to equipment found to be defective in material and workmanship shall be limited exclusively to the right of repair, replacement or credit of such equipment.

Limitation of Liability

- 5.1 It is agreed that, in providing the equipment or services included in the agreement, Control Concepts, LLC. is not an insurer, and does not guarantee that no damage or injury to persons or property will occur. Control Concepts LLC. shall not be responsible for damage or injury to persons or property that may be caused by or arise through furnishing, installing, maintaining, servicing, monitoring, or performing any obligations under the agreement unless proximately caused by Control Concepts, LLC.'s negligence. In no event shall Control Concepts, LLC. be liable for indirect, consequential, special, speculative, or remote damages. Control Concepts, LLC. shall not be liable for damages caused by delay in installation or any interrupted services due to fire, flood, corrosive substances in the air, strike, lockout, disputes with workmen, Acts of God or any other causes beyond Control Concepts, LLC.'s reasonable control.



Lumpkin County, Georgia

Human Resources

Date:	April 18, 2023
Agenda Item:	2023-033 Consideration of Health Insurance Renewal and Other Voluntary Insurance Benefits (<i>Community & Employee Services Director Alicia Davis</i>)
Item Description:	(Amended on 4/18/2023 at 10:00 am) Lumpkin County Board of Commissioners provides Medical, Dental, Long-Term Disability and Basic term life insurance for eligible full-time employees and certain other designated individuals as allowed. Additionally, certain other voluntary insurances such as Short-Term Disability, vision insurance, additional life insurance, accident and critical illness, and cancer policies are offered to employees, but premiums are not supported by the county.
Facts & Historical Information:	<u>Health Insurance</u> Turner, Wood and Smith (TWS) serves as the employee benefits consultant for Lumpkin County Board of Commissioners. TWS continues to recommend utilizing Healthgram as our third-party administrator for the self-insured health coverage. This renewal also includes multiple plan change amendments received this morning(attached). These amendments are inclusive of some language/definition updates Healthgram is making across the board for all clients, as well as some suggested plan design changes from Healthgram's Compliance and Operations team to help put Plans in the best position possible to be in parity with MHPAEA guidance. Please see the amendments summary at the end of this document. Part of a self-insured strategy is to utilize stop loss coverage. There is a premium increase for the stop loss coverage, primarily due to the overall continued increase in healthcare costs. This is in addition to the funding needed to continue with self-insurance. Specifics are below: Administrative Renewal • Healthgram claim administrative fee will remain flat • Connect will increase from \$6.35 to \$7.50 • Required notices will increase to \$1.50 per piece mailed • MHPAEA analysis at \$2,000 annually • HealthPartners will keep the NAF fee at \$2.50 PEPM. • Veracity is increasing their fee from \$10.00 PEPM to \$12.00 Stop Loss Renewal Option 1 - Renewal As-Is

- \$75k spec deductible
- 36/12 from a 24/12
- 9.5% increase

Option 2

- \$80k spec deductible
- 36/12 from 24/12
- 5.4% increase

Option 3

- \$85k spec deductible
- 36/12 from a 24/12
- 2.3% increase

Total fixed costs are increasing \$52,252 or 8.8%.

Total expected annual cost is increasing \$153,220 or 6.04% from \$2,535,428 to \$2,688,648 due to healthcare cost increases.

Total maximum annual exposure is increasing 6% from \$2,976,928 to \$3,155,386. (Possible maximum claim amount from this year to next year.)

Total reserves are currently \$792,432.50. If we were to have a maximum exposure year, over \$400,000 would be required from the reserves, plus if we had a maximum exposure year our stop loss coverage would increase by up to 50%. This is why staff recommends continuing to fund the additional \$220,000 per year for the reserve fund.

Potential Courses Of Action:

A. Choose to continue with self-insurance, leaving the stop loss premium at its current \$75,000 and fund the stop-loss premium increase (9.5%) along with funding short of the expected costs or reserve contributions at an amount determined by the BOC, with no cost increase to employees. Approve all plan amendments.

B. Choose to continue with self-insurance, but raise the stop loss deductible per claim amount to either \$80k or \$85k, which would lower this plan year's stop loss premium increase by either 5.4% or 2.3%, along with funding short of the expected costs or reserve contributions at an amount determined by the BOC, with no cost increase to employees. Approve all plan amendments.

C. Choose to continue with self-insurance, funding both the stop loss premium increase for a \$75k per claim deductible along with funding for expected costs plus continue funding \$220,000 to the reserve fund with no cost increase to employees. Approve all plan amendments.

D. Choose to continue with self-insurance, funding the stop loss premium increase at one of the three options and funding for expected costs, and pass a specified amount as determined by the BOC on to employees in the form of increased premiums. Approve all plan amendments.

E. Direct TWS and staff to search for other options for health insurance.

Budget Impact:

Since the health insurance plan year starts in July, all increased costs will be split between the last six months of this fiscal year and the first six months of fiscal year 2024. Budget numbers are based on current enrollment and may change based on enrollment numbers.

- Course of Action A will be a cost increase, but will be dependent on the amount the BOC chooses to fund short of maximum annual exposure.
- Course of Action B will probably be a lower cost increase than COA A, depending on the amount the BOC chooses to fund short of maximum annual exposure.
- Course of Action C will be a cost increase of \$153,220 for both fixed costs and exposure costs, plus the additional \$220,000 to the reserve fund which is typically already included in the budget.
- Course of Action D will either partially or fully fund for expected costs with some of that increase being paid by employees.
- It is unknown how Course of Action D would impact the budget.

Staff Recommendation: Course of Action C.

Summary of amendments for language/definition updates Healthgram is making across the board for all clients, as well as some suggested plan design changes from Healthgram's Compliance and Operations team to help put plans in the best position possible to be in parity with MHPAEA guidance:

Item 1 – definition updates for Clean Claim, Essential Health Benefits, Medical Record Review and Intellectual Disability

Item 2 – MHPAEA Related Changes i.e. Residential Treatment, ABA Therapy, Self-Inflicted Injury, Behavioral Disorders/Learning Abilities, Speech/Physical/Occupational Therapy, and Wilderness Therapy

Item 2a – Update Residential Treatment Centers to Residential Treatment

Item 2b – We are recommending coverage to include all Autism Services including ABA Therapy.

We removed the current age limit as a recommendation to be in the best position possible to remain in parity.

Item 2c – In order to comply with MHPAEA, we are encouraging Groups to cover attempted suicide / intentionally self-inflicted injury; we are still encouraging excluding injuries resulting from acts of aggression / battery initiated by the Member.

Item 2d and 2f – In order to comply with MHPAEA, we are encouraging Groups to cover behavioral disorders or learning disabilities in addition to Autism.

Item 2e – In order to comply with MHPAEA, we are encouraging Groups to cover Residential Treatment.

Item 2g – Encouraging the removal “or Illness” from the voluntary taking exclusion; intent is to exclude the Injuries (defined as: the accidental bodily harm to a Member) resulting from such an incident, but not the underlying Illness (defined as: An Illness is a mental or physical disease or infirmity, including pregnancy or pregnancy-related conditions.) that may have caused the incident /

event

Item 3a – Adding clarity in the Introduction of the SPD that this is a self-funded

Item 3b – Adding language tied to coverage for routine charges in connection with an Approved Clinical Trial

Item 3c – Organ/Tissue transplant limitation removed due to Medical recommendation and historical non-use

Item 3e – Updating CAA Continuity of Care language to expand CAA NSA Claims as there are a number of types of claims subject to the NSA

Item 3g – Update to Level One Appeal language to outline submissions through the Member Portal as an option

Item 3h - Update to Level Two Appeal language to outline submissions through the Member Portal as an option

Item 3i – Update to difference between language to be clear that these services are not covered, they are excluded. Current language states Member is responsible for the difference.

Item 3j – Updating the Plan Supervisor's contact number.

Attachment 5: The attached amendment for Lumpkin County's PPO plans outline the below default Healthgram recommendations. Unless you wish to proceed with a non-default option, please sign and return the amendment prior to 30 April 2023. If you wish to proceed with a non-default option, please reach out for further discussion. If nothing is returned to Healthgram prior to 30 April 2023, we will proceed with our default recommendations.

Non-over the counter COVID-19 tests – Payable where performed

Over the counter COVID-19 tests

Medical Benefit – No coverage.

Pharmacy Benefit – No coverage. If you wish to opt in to coverage for over the counter COVID-19 tests through the pharmacy benefit, whether you have a Healthgram placed pharmacy contract or your own direct pharmacy contract, please let Healthgram know.

COVID-19 related services (non-treatment) – Payable where performed

Medical COVID-19 treatment – payable where performed

Vaccines

INN – Covered at 100% (preventive service)

OON – Payable according to a plan's OON preventive services benefit

		HM Current	HM Renewal	HM Option 1	HM Option 2
Administration					
Healthgram					
Medical, Rx Claims Administration	158	\$27.60	\$27.60	\$27.60	\$27.60
COBRA Administration	158	\$1.50	\$1.50	\$1.50	\$1.50
Utilization Management	158	\$3.75	\$3.75	\$3.75	\$3.75
Healthgram Connect	158	\$6.35	\$7.50	\$7.50	\$7.50
Tobacco Cessation	hourly	\$60.00	\$60.00	\$60.00	\$60.00
PBM Interface Fee	158	\$2.50	\$2.50	\$2.50	\$2.50
Other					
Health Partners Network Access Fee	158	\$2.50	\$2.50	\$2.50	\$2.50
Veracity Service Fee	158	\$10.00	\$12.00	\$12.00	\$12.00
Stop Loss					
Specific Contract					
Deductible		\$75,000	\$75,000	\$80,000	\$85,000
Contract Type		24/12	36/12	36/12	36/12
Covered Benefits		Med/Rx	Med/Rx	Med/Rx	Med/Rx
Additional Laser Liability		\$175,000	\$175,000	\$170,000	\$165,000
Premium: Single	106	\$166.44	\$181.17	\$173.66	\$168.04
Family	52	\$423.54	\$466.07	\$450.19	\$437.79
Change from Current			9.5%	5.4%	2.3%
Aggregate Contract					
Contract Type		24/12	36/12	36/12	36/12
Covered Benefits		Med/Rx	Med/Rx	Med/Rx	Med/Rx
Premium	158	\$8.26	\$8.80	\$8.98	\$9.16
Attachment Factors: Single	106	\$797.05	\$842.61	\$851.88	\$859.46
Family	52	\$1,912.91	\$2,022.26	\$2,044.51	\$2,062.71
Annual Attachment Point		\$2,207,503	\$2,333,690	\$2,359,366	\$2,380,364
Change from Current			6%	7%	8%
No-New-Laser at Renewal/ Rate Cap	Yes; 50%	Yes; 50%	Yes; 50%	Yes; 50%	Yes; 50%
Retiree Coverage	Not Included	Not Included	Not Included	Not Included	Not Included
Stop Loss Commission	0.00%	0.00%	0.00%	0.00%	0.00%
Expected Annual Exposure					
Healthgram Administration		\$79,063	\$81,244	\$81,244	\$81,244
Other Administration		\$23,700	\$27,492	\$27,492	\$27,492
Stop Loss Premiums		\$491,662	\$537,961	\$518,840	\$504,295
Expected Annual Claim Cost		\$1,766,003	\$1,866,952	\$1,887,492	\$1,904,291
Additional Liability		\$175,000	\$175,000	\$170,000	\$165,000
Total Expected Annual Cost		\$2,535,428	\$2,688,648	\$2,685,068	\$2,682,322
Total Maximum Annual Exposure		\$2,976,928	\$3,155,386	\$3,156,941	\$3,158,395

Notes and Contingencies:

1. If a non-preferred or third-party vendor is selected, additional administrative fees and applicable agreements may apply.
2. ProCare Rx is the assumed PBM.
3. No percentage of savings or per claim fees for out-of-network claim processing.
4. No claim audit or edit fees.
5. Healthgram may receive contingent compensation (override ranging from 0-4%) as a result of stop loss carrier volume and/or performance. This compensation, if received, does not impact premium rates in current nor future policy periods.
6. Subrogation provided for 25% of recovery.
7. Case Management and Maternity Management is provided at a rate of \$150.00 per hour.
8. Condition Management is provided at a rate of \$60.00 per hour.
9. Required Notices = \$1.50 per piece
10. NY Pool Annual fee = \$500.00
11. MHPAEA analysis = \$2,000.00
12. The above assumes the following laser: S. Jarrad (\$150k – laser will increase to \$250k if member does not qualify for specialty Rx exclusion program through ProCare.
13. Firm through 4/27.



**Lumpkin
County
Government**

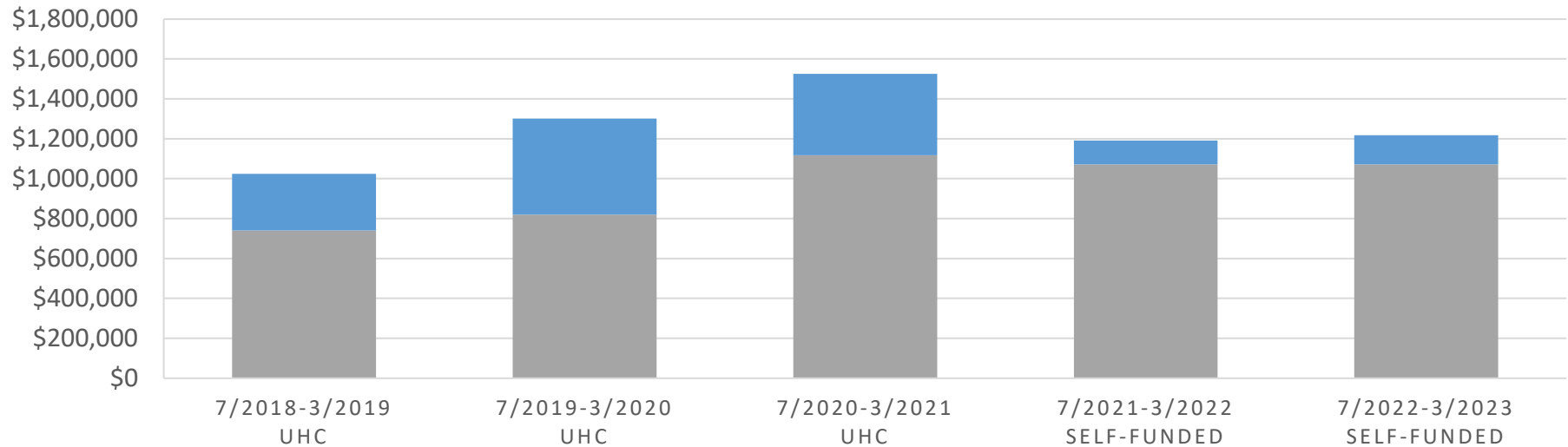
TURNER WOOD & SMITH
— I N S U R A N C E —

EST. 1905

2023 Renewal Review & Funding Recommendation

April 18, 2023

Medical and Pharmacy Paid Claims Comparison



	July 2018- March 2019	July 2019- March 2020	July 2020- March 2021	July 2021- March 2022	July 2022- March 2023
Pharmacy Claims	\$284,103	\$481,497	\$407,512	\$118,644	\$146,350
Medical Claims	\$739,659	\$819,259	\$1,117,381	\$1,071,893	\$1,071,117
Total Claims	\$1,023,762	\$1,300,756	\$1,524,892	\$1,190,537	\$1,217,467

- The graph is represented plan YTD (July to March) paid medical and pharmacy claims for the last five years.
- Prior to moving to self-funded in July 2021, total claims were on an upward trend. Being fully-insured limited the County's options in how to help manage these ever-increasing costs.

2023-2024 Medical Renewal Summary

The below summary is based on no changes in the specific deductible of \$75,000 and no plan changes.

- Total expected annual cost +6.1% or +\$153,220 to **\$2,688,648**
- Total maximum annual cost +6% or +\$178,458 to **\$3,155,386**

Here is where the cost changes are coming from:

- Total fixed costs +8.8% or +\$52,272
 - +9.5% or +\$46,299 stoploss premiums
 - Connect increasing from \$6.35 PEPM to \$7.50 PEPM
 - VeracityRx is increasing fee from \$10 PEPM to \$12 PEPM
 - No changes to Healthgram's administrative fee
 - No changes to Health Partners network access fee
- Total expected claims +5.8% or \$100,949

2023-2024 Funding Request

2022-2023 Recommended Funding Request

- The County got back to funding at expected costs for 2022-2023
- \$494,679 short of funding for maximum costs
- The County reserve fund could cover the short fall if maximum costs were reached
- If the budget allowed, continue funding \$220,000 to the reserve fund

2023-2024 Recommended Funding Request:

$\$2,535,428 + \$153,220 = \$2,688,648$

- The County continues to fund at expected costs for 2023-2024
- \$466,738 short of funding for maximum costs
- The County reserve fund could cover the short-fall if maximum costs were reached
- If the budget allows, continue funding \$220,000 to the reserve fund



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.healthgram.com. For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 980-201-3020 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible ?	For network providers \$3,000 individual/\$6,000 family; for out-of-network providers \$5,000 individual/\$10,000 family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan , each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible .
Are there services covered before you meet your deductible ?	Yes. Preventive care and primary care services are covered before you meet your deductible .	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No. There are no other specific deductibles.	You don't have to meet deductibles for any specific services.
What is the out-of-pocket limit for this plan ?	For network providers \$5,000 individual / \$10,000 family; for out-of-network providers \$10,000 individual / \$20,000 family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan , they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit ?	Premiums , balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?	Yes. See www.healthgram.com or call 980-201-3020 for a list of network providers .	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of-network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist ?	No.	You can see the specialist you choose without a referral.



All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information	
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)		
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance	30% coinsurance	None	
	Specialist visit	0% coinsurance	30% coinsurance	None	
	Preventive care/screening/immunization	No charge	30% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.	
If you have a test	Diagnostic test (x-ray, blood work)	Freestanding: 0% coinsurance	Not covered	None	
		Hospital: 20% coinsurance	Not covered		
	Imaging (CT/PET scans, MRIs)	0% coinsurance	30% coinsurance	Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at https://veracity.procarerx.com .	Generic drugs	Preferred Retail - 0% coinsurance Maintenance - 0% coinsurance	Non Preferred Retail - 30% coinsurance Maintenance – Not covered.	Not covered	Covers up to a 34-day supply (retail subscription); 35-90 day supply (retail maintenance prescription). Non-Preferred Pharmacies: CVS, Walgreen's, Rite-Aid, Target, Sam's Club, Walmart
	Preferred brand drugs	Preferred Retail - 0% coinsurance Maintenance - 0% coinsurance	Non Preferred Retail - 30% coinsurance Maintenance – Not covered.	Not covered	
	Non-preferred brand drugs	Preferred Retail - 0% coinsurance Maintenance - 0% coinsurance	Non Preferred Retail - 30% coinsurance Maintenance – Not covered.	Not covered	
	Specialty drugs	Pharmacy Concierge -\$0	Not covered	Not covered	Covers up to a 34-day supply (retail subscription)

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
		copay Local Retail - 50% coinsurance deductible does not apply		
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	30% coinsurance	Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
	Physician/surgeon fees	0% coinsurance	30% coinsurance	None
If you need immediate medical attention	Emergency room care	0% coinsurance	0% coinsurance After In-Network deductible	None.
	Emergency medical transportation	0% coinsurance	0% coinsurance After In-Network deductible	In-Network deductible must be met prior to co-insurance benefits.
	Urgent care	0% coinsurance	30% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	30% coinsurance	Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
	Physician/surgeon fees	0% coinsurance	30% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	0% coinsurance	30% coinsurance	None
	Inpatient services	0% coinsurance	30% coinsurance	Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
If you are pregnant	Office visits	0% coinsurance	30% coinsurance	Cost sharing does not apply for preventive services . Depending on
	Childbirth/delivery	0% coinsurance	30% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	professional services			the type of services, a coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery facility services	0% coinsurance	30% coinsurance	Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
If you need help recovering or have other special health needs	Home health care	0% coinsurance	30% coinsurance	60 visits/year. Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
	Rehabilitation services	0% coinsurance	30% coinsurance	37 visits each/year. Includes physical therapy, speech therapy, and occupational therapy.
	Habilitation services	Not covered	Not covered	None
	Skilled nursing care	0% coinsurance	30% coinsurance	60 days/year Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
	Durable medical equipment	0% coinsurance	30% coinsurance	Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
	Hospice services	0% coinsurance	30% coinsurance	Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other [excluded services](#).)

- Cosmetic surgery
- Dental care (Adult)
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine eye care (Adult)

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- Hearing aids
- Chiropractic care

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Healthgram at 980-201-3020, or www.healthgram.com, or 1-866-444-EBSA (3272), or www.dol.gov/ebsa.

Does this plan provide Minimum Essential Coverage? Yes.

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the Minimum Value Standards? Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish: ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 980-201-3020

Chinese: 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電980-201-3020

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost-sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The plan's overall deductible	\$3,000
■ Specialist coinsurance	0%
■ Hospital (facility) coinsurance	0%
■ Other coinsurance	0%

This EXAMPLE event includes services like:

[Specialist](#) office visits (prenatal care)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
[Diagnostic tests](#) (ultrasounds and blood work)
[Specialist](#) visit (anesthesia)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$3,000
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is	\$3,060

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The plan's overall deductible	\$3,000
■ Specialist coinsurance	0%
■ Hospital (facility) coinsurance	0%
■ Other coinsurance	0%

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (including disease education)
[Diagnostic tests](#) (blood work)
[Prescription drugs](#)
[Durable medical equipment](#) (glucose meter)

Total Example Cost	\$5,600
---------------------------	----------------

In this example, Joe would pay:

Cost Sharing	
Deductibles *	\$3,000
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$3,020

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The plan's overall deductible	\$3,000
■ Specialist coinsurance	0%
■ Hospital (facility) coinsurance	0%
■ Other coinsurance	0%

This EXAMPLE event includes services like:

[Emergency room care](#) (including medical supplies)
[Diagnostic test](#) (x-ray)
[Durable medical equipment](#) (crutches)
[Rehabilitation services](#) (physical therapy)

Total Example Cost	\$2,800
---------------------------	----------------

In this example, Mia would pay:

Cost Sharing	
Deductibles *	\$2,800
Copayments	\$0
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$2,800

Note: These numbers assume the patient does not participate in the [plan's](#) wellness program. If you participate in the [plan's](#) wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: Healthgram.com.

*Note: This [plan](#) has other [deductibles](#) for specific services included in this coverage example. See "Are there other [deductibles](#) for specific services?" row above.

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

For more information about limitations and exceptions, see the [plan](#) or policy document at healthgram.com



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Important Questions	Answers	Why This Matters:
What is the overall deductible ?	For network providers \$3,000 individual/\$6,000 family; for out-of-network providers \$6,000 individual/\$12,000 family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan , each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible .
Are there services covered before you meet your deductible ?	Yes. Preventive care and primary care services are covered before you meet your deductible .	This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost sharing and before you meet your deductible . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	There are no other specific deductibles that need to be met.
What is the out-of-pocket limit for this plan ?	For network providers \$6,000 individual / \$12,000 family; for out-of-network providers \$12,000 individual / \$24,000 family	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan , they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit ?	Premiums , balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
Will you pay less if you use a network provider ?	Yes. See www.healthgram.com or call 980-201-3020 for a list of network providers .	This plan uses a provider network . You will pay less if you use a provider in the plan's network . You will pay the most if you use an out-of-network provider , and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist ?	No.	You can see the specialist you choose without a referral.



All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information	
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)		
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 copay /office visit; deductible does not apply and 20% coinsurance for other outpatient services	40% coinsurance	None	
	Specialist visit	\$50 copay /office visit deductible does not apply 20% coinsurance for other outpatient services	40% coinsurance	None	
	Preventive care/screening/immunization	No charge	40% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.	
If you have a test	Diagnostic test (x-ray, blood work)	Freestanding: No charge	Not covered	None	
		Hospital: 20% coinsurance	Not covered		
	Imaging (CT/PET scans, MRIs)	Freestanding: \$150 copay /test deductible does not apply	40% coinsurance	Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.	
		Hospital: 20% coinsurance	40% coinsurance		
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at https://veracity.procarerx.com .	Generic drugs	Preferred Retail - \$5 copay /prescription Maintenance - \$12.50 copay /prescription deductible does not apply	Non Preferred Retail - \$20 copay /prescription Maintenance – Not covered. deductible does not apply	Not covered	Covers up to a 34day supply (retail subscription); 35-90 day supply (retail maintenance order prescription). Non-Preferred Pharmacies: CVS, Walgreen's, Rite-Aid, Target, Sam's Club, Walmart.
	Preferred brand drugs	Retail - \$30 copay /prescription Maintenance - \$75	Retail - \$45 copay /prescription Maintenance –	Not covered	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
		copay /prescription deductible does not apply	Not covered. deductible does not apply	
	Non-preferred brand drugs	Retail - \$60 copay /prescription Maintenance - \$150 copay /prescription deductible does not apply	Retail - \$75 copay /prescription Maintenance – Not covered. deductible does not apply	
	Specialty drugs	Pharmacy Concierge - \$0 copay deductible does not apply; Local Retail - 50% copay	Not covered	Covers up to a 34-day supply (retail subscription)
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need immediate medical attention	Emergency room care	\$350 copay deductible does not apply	\$350 copay deductible does not apply	Copay waived if admitted.
	Emergency medical transportation	20% coinsurance	20% coinsurance After In-Network deductible	In-Network deductible must be met prior to co-insurance benefits.
	Urgent care	\$50 copay deductible does not apply	40% coinsurance	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				the total cost of the service.
	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$25 copay /visit deductible does not apply; 20% coinsurance for other outpatient services	40% coinsurance	None
	Inpatient services	20% coinsurance	40% coinsurance	Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
If you are pregnant	Office visits	20% coinsurance	40% coinsurance	Cost sharing does not apply for preventive services . Depending on the type of services, a coinsurance may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance	
	Childbirth/delivery facility services	20% coinsurance	40% coinsurance	Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	60 visits/year. Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
	Rehabilitation services	\$25 copay /visit deductible does not apply	40% coinsurance	37 visits each/year. Includes physical therapy, speech therapy, and occupational therapy. First 3 visits for any combination of Physical Therapy and Veritable Manipulation will pay as follows: No

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
				Charge.
	Habilitation services	Not covered	Not covered	None
	Skilled nursing care	20% coinsurance	40% coinsurance	60 days/year Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
	Durable medical equipment	20% coinsurance	40% coinsurance	Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
	Hospice services	20% coinsurance	40% coinsurance	Preauthorization is required. If you don't get preauthorization , OON benefits could be reduced by 50% of the total cost of the service.
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services .)		
- Cosmetic surgery - Dental care (Adult)	- Long-term care - Non-emergency care when traveling outside the U.S. - Private-duty nursing	Routine eye care (Adult)
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
Hearing aids	Chiropractic care	

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Healthgram at 980-201-3020, or www.healthgram.com, or 1-866-444-EBSA (3272), or www.dol.gov/ebsa.

Does this plan provide Minimum Essential Coverage? Yes.

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the Minimum Value Standards? Yes.

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

Spanish: ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 980-201-3020

Chinese: 注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電980-201-3020

To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost-sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The plan's overall deductible	\$3,000
■ Specialist copay	\$50
■ Hospital (facility) coinsurance	20%
■ Other coinsurance	20%

This EXAMPLE event includes services like:

[Specialist](#) office visits (prenatal care)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
[Diagnostic tests](#) (ultrasounds and blood work)
[Specialist](#) visit (anesthesia)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$3,000
Copayments	\$300
Coinsurance	\$1,700

What isn't covered	
Limits or exclusions	\$60

The total Peg would pay is	\$5,060
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Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The plan's overall deductible	\$3,000
■ Specialist copay	\$50
■ Hospital (facility) coinsurance	20%
■ Other coinsurance	20%

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (including disease education)
[Diagnostic tests](#) (blood work)
[Prescription drugs](#)
[Durable medical equipment](#) (glucose meter)

Total Example Cost	\$5,600
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In this example, Joe would pay:

Cost Sharing	
Deductibles *	\$900
Copayments	\$800
Coinsurance	\$0

What isn't covered	
Limits or exclusions	\$20

The total Joe would pay is	\$1,720
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Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The plan's overall deductible	\$3,000
■ Specialist copay	\$50
■ Hospital (facility) coinsurance	20%
■ Other coinsurance	20%

This EXAMPLE event includes services like:

[Emergency room care](#) (including medical supplies)
[Diagnostic test](#) (x-ray)
[Durable medical equipment](#) (crutches)
[Rehabilitation services](#) (physical therapy)

Total Example Cost	\$2,800
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In this example, Mia would pay:

Cost Sharing	
Deductibles *	\$1,600
Copayments	\$700
Coinsurance	\$0

What isn't covered	
Limits or exclusions	\$0

The total Mia would pay is	\$2,300
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Note: These numbers assume the patient does not participate in the [plan's](#) wellness program. If you participate in the [plan's](#) wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: Healthgram.com.

*Note: This [plan](#) has other [deductibles](#) for specific services included in this coverage example. See "Are there other [deductibles](#) for specific services?" row above.

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

For more information about limitations and exceptions, see the [plan](#) or policy document at healthgram.com

POST-PHE RESPONSE FORM

(non-Grandfathered, PPO Plans)

Amendment #Post PHE-23

BACKGROUND

On 30 January 2023, the Biden Administration announced its intent to end the national emergency and public health emergency declarations (the “PHE”) related to the COVID-19 pandemic on 11 May 2023.¹ Unless the deadline is changed, a number of mandates will fall away, including:

1. **Effective 12 May 2023:** the requirement of the Family First Coronavirus Response Act (“FFCRA”)², as amended by the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”)³, that Plans cover COVID-19 Tests⁴ and related services at 100%, no cost-sharing (including deductibles, copayments, and coinsurance), prior authorization, or other medical management requirements⁵;
2. **Effective 12 May 2023:** the requirement of the FFCRA, as amended by the CARES Act, that Plans cover a number of over-the-counter (“OTC”) COVID-19 Tests⁶;
3. **Effective 12 May 2023:** the requirement that Plans cover COVID-19 vaccines (in-network and out-of-network) at 100%, no cost-sharing, and no medical management⁷; and,
4. **Effective 11 July 2023 (60 days after the end of the PHE):** the requirement of Disaster Notices 2020-01⁸ and 2021-01⁹ (the “Disaster Notices”) that the following deadlines be tolled until the “earlier of 1) one year from the date an individual is first eligible for relief; or, 2) 60 days after the end of the COVID-19 National Emergency”:
 - a. HIPAA Special Enrollment Period;
 - b. COBRA Election Period / Notice;
 - c. COBRA Premium Payments (Initial and Subsequent);
 - d. Claims filing deadline;
 - e. Level One Appeal filing deadline;
 - f. Level Two Appeal filing deadline; and,
 - g. External Review Request deadline; and,
 - h. Deadline to file information to perfect a request for External Review.

This Post-PHE Response Form deals **only** with the medical (non-prescription drug) implications, as we still await further information from the Healthgram-placed Pharmacy Benefit Managers (PBMs); Plans with Group-placed or Broker-placed PBMs should reach out directly to their PBM and inform their Healthgram Account Representative of any changes needed.

¹ Statement of Administration Policy, 30 January 2023, available at <https://www.whitehouse.gov/wp-content/uploads/2023/01/SAP-H.R.-382-H.J.-Res.-7.pdf>.

² Available at <https://www.congress.gov/116/plaws/publ127/PLAW-116publ127.pdf>.

³ Available at <https://www.congress.gov/116/plaws/publ136/PLAW-116publ136.pdf>.

⁴ See, e.g., FAQs about Families First Coronavirus Response Act and Coronavirus Aid, Relief, and Economic Security Act Implementation, Part 43 (23 June 2020), available at <https://www.dol.gov/sites/dolgov/files/ebsa/about-ebsa/our-activities/resource-center/faqs/aca-part-43.pdf>.

⁵ See, e.g., FAQs about Families First Coronavirus Response Act and Coronavirus Aid, Relief, and Economic Security Act Implementation, Part 44 (26 February 2021), available at <https://www.dol.gov/sites/dolgov/files/EBSA/about-ebsa/our-activities/resource-center/faqs/aca-part-44.pdf>.

⁶ See, e.g., FAQs about Families First Coronavirus Response Act and Coronavirus Aid, Relief, and Economic Security Act Implementation, Part 51 (10 January 2022), available at <https://www.cms.gov/CCIIO/Resources/Fact-Sheets-and-FAQs/Downloads/FAQs-Part-51.pdf>.

⁷ See, e.g., FAQs about Families First Coronavirus Response Act and Coronavirus Aid, Relief, and Economic Security Act Implementation, Part 44 (26 February 2021), available at <https://www.dol.gov/sites/dolgov/files/EBSA/about-ebsa/our-activities/resource-center/faqs/aca-part-44.pdf>.

⁸ 85 FR 26351 (4 May 2020), available at <https://www.govinfo.gov/content/pkg/FR-2020-05-04/pdf/2020-09399.pdf>.

⁹ Available at <https://www.dol.gov/agencies/ebsa/employers-and-advisers/plan-administration-and-compliance/disaster-relief/ebsa-disaster-relief-notice-2021-01>.

NOTE: The following are default selections; if the Plan would like to proceed with a **non**-default selection please contact your Account Representative. In the event the Plan does not return this Post-PHE Response Form on or before 30 April 2023, Healthgram shall implement the default options set forth below. After return of this Post-PHE Response Form (or election not to return), a summary will be presented for the Plan to distribute to Members in accordance with FAQ 43, Q13.¹⁰

PART 1: NON-OTC COVID-19 TESTING

EFFECTIVE DATE: 12 MAY 2023

After the PHE ends, the Plan will dispose non-OTC COVID-19 Tests (i.e., those ordered by a Provider, including laboratory tests) pursuant to the SPD, payable where performed (requires no amendment).

PART 2: OTC COVID-19 TESTING

EFFECTIVE DATE: 12 MAY 2023

After the PHE ends, the Plan will deny OTC COVID-19 Tests (requires insertion of verbiage into Exclusions section: "Charges for over-the-counter COVID-19 tests").

PART 3: COVID-19 RELATED SERVICES (NON-TREATMENT)

EFFECTIVE DATE: 12 MAY 2023

After the PHE ends, the Plan will dispose of COVID-19 related services (non-treatment) pursuant to the SPD, payable where performed (requires no amendment).

PART 4: MEDICAL COVID-19 TREATMENT

EFFECTIVE DATE: 12 MAY 2023

After the PHE ends, the Plan will dispose of medical COVID-19 treatment pursuant to the SPD, payable where performed (requires no amendment).

PART 5: COVID-19 VACCINES (OUT-OF-NETWORK)

EFFECTIVE DATE: 12 MAY 2023

After the PHE ends and the federal vaccine supply is exhausted, the Plan will adjudicate *out-of-network* COVID-19 Vaccines pursuant to the out-of-network preventive services portion of the SPD (requires no amendment).

PART 6: TOLLED DEADLINES

EFFECTIVE 11 JULY 2023

After the Outbreak Period ends, the following tolled deadlines shall revert back to the deadlines explicitly set forth in the SPD:

1. HIPAA Special Enrollment Period;
2. COBRA Election Period / Notice;
3. COBRA Premium Payments (Initial and Subsequent);

¹⁰ FAQs about Families First Coronavirus Response Act and Coronavirus Aid, Relief, and Economic Security Act Implementation, Part 43 (23 June 2020), Q13, FN21, available at <https://www.dol.gov/sites/dolgov/files/ebsa/about-ebsa/our-activities/resource-center/faqs/aca-part-43.pdf>, which states:

The DOL has issued guidance providing additional time to furnish notices, disclosures, and other documents required by provisions of Title I of ERISA that would be required to be furnished between March 1, 2020, and 60 days after the announced end of the COVID-19 National Emergency or such other date announced by DOL in a future notice, if the plan and responsible fiduciary act in good faith and furnish the notice, disclosure, or document as soon as administratively practicable under the circumstances. See EBSA Disaster Relief Notice 2020-01 (Apr. 28, 2020), available at <https://www.dol.gov/agencies/ebsa/employers-and-advisers/plan-administration-and-compliance/disaster-relief/ebsa-disaster-relief-notice-2020-01>.

See also, FAQs about Families First Coronavirus Response Act and Coronavirus Aid, Relief, and Economic Security Act, and Health Insurance Portability and Accountability Act Implementation, Part 58, Q2 (29 March 2023), available at <https://www.dol.gov/sites/dolgov/files/ebsa/about-ebsa/our-activities/resource-center/faqs/aca-part-58.pdf>.

4. Claims filing deadline;
5. Level One Appeal filing deadline;
6. Level Two Appeal filing deadline; and,
7. External Review Request deadline; and,
8. Deadline to file information to perfect a request for External Review.

The verbiage found on Explanations of Benefits relating to the Disaster Notices¹¹ will be revised for a period of time beyond 11 July 2023 to ensure all events subject to the Disaster Notices are properly calculated, after which the verbiage shall be removed in its entirety.

NOTE: This Post-PHE Response Form is accepted as stated above and will be effective as set forth above. If the Plan would like to proceed with a non-default selection, please contact your Account Representative.

BY: _____
Signature

Date

Name of Authorized Representative

Employer Name

¹¹ The verbiage currently reads as follows: "As published in the Employee Benefits Security Administration and Internal Revenue Service final rule entitled "Extension of Certain Timeframes for Employee Benefit Plans, Participants, and Beneficiaries Affected by the COVID-19 Outbreak" (the "Final Rule"), when calculating certain deadlines the Outbreak Period (beginning 1 March 2020) will be disregarded in accordance with the Final Rule." (emphasis in original).

**AMENDMENT TO SUMMARY PLAN DESCRIPTION
AND MASTER PLAN DOCUMENT
FOR
LUMPKIN COUNTY BOARD OF COMMISSIONERS**

Effective: 07/01/23

Amendment #1-23

ITEM *1 – DEFINITION-RELATED CHANGES

Item *1a – A new “Clean Claim” definition is added to the Definition section which shall read as follows:

CLEAN CLAIM

A **Clean Claim** is a **Claim** one that can be processed without obtaining additional information from the **Provider** of the service or from a third party. It includes a **Claim** with errors originating in a State’s claims system. It does not include a **Claim** from a **Provider** who is under investigation for fraud or abuse, or a **Claim** under review for **Medical Necessity**.

Item *1b – A new “Essential Health Benefits” definition is added to the Definition section which shall read as follows:

ESSENTIAL HEALTH BENEFITS or EHBs

Essential Health Benefits are the core package of health care services required by section 2707(a) of the Public Health Service Act, as amended, as added by the Patient Protection and Affordable Care Act, to be covered by all non-grandfathered health plans in the individual and small group markets to cover essential health benefits (EHB), which include items and services in the following ten benefit categories:

1. ambulatory patient services;
2. emergency services;
3. hospitalization;
4. maternity and newborn care;
5. mental health and substance use disorder services including behavioral health treatment;
6. prescription drugs;
7. rehabilitative and habilitative services and devices;
8. laboratory services;
9. preventive and wellness services and chronic disease management; and,
10. pediatric services, including oral and vision care.

Regulations from the Department of Health and Human Services (45 CFR 156.100, *et seq.*) define **EHB’s** based on State-specific **EHB**-benchmark plans. This **SPD** uses Utah as its benchmark plan, available at <https://www.cms.gov/CCIIO/Resources/Data-Resources/ehb>.

Item *1c– A new “Medical Record Review” definition is added to the Definition section which shall read as follows:

MEDICAL RECORD REVIEW

A **Medical Record Review** involves review of **Member’s** medical records and other pertinent documents for various reasons including, but not limited to, analysis of the condition, treatment, and claims for health care purposes and operations.

Item *1d– The following uses of “mental retardation” are updated to hereinafter state “intellectual disability”:

EXTENDED CARE, REHABILITATION AND SKILLED NURSING FACILITIES.

...

These covered services include skilled nursing and physical restorative care. Covered extended care or rehabilitation **Facility** expenses do not include treatment for **Substance Use Disorder**, chronic brain syndrome, alcoholism, senility, intellectual disability, or any other **Mental Health Disorder**.

ELIGIBILITY FOR DISABLED CHILDREN.

In order for a disabled child to be eligible for coverage under the **Plan** beyond the end of the month of the child's twenty-sixth (26th) birthday, the child:

- ...
- Must be incapable of self-support because of intellectual disability or permanent, chronic, and total disability which commenced prior to the age of twenty-six (26);

ITEM *2 – MHPAEA-RELATED CHANGES**ITEM *2A – DEFINITION CHANGES**

Item *2A – The Definition section, Residential Treatment Centers shall read as follows, and all uses of “Residential Treatment Centers” shall hereinafter read “Residential Treatment”:

RESIDENTIAL TREATMENT

Residential Treatment covers **Medically Necessary** charges or services while in a live-in **Facility** whose stated intention is to provide therapy for **Substance Use Disorders, Mental Health Disorders**, or other behavioral problems.

ITEM *2B – ABA THERAPY

Item *2B-1a –The Other Covered Services section, Autism Services in the Base Plan shall read as follows:

OTHER COVERED SERVICES.

Covered Medical Expense	Payable by Member	
	In-Network	Out-of-Network (Plan Allowance May Apply)
Autism Services / Applied Behavioral Therapy (ABA Therapy)	0% after Deductible	30% after Deductible

Item *2B-1b –The Other Covered Services section, Autism Services in the Buy-Up Plan shall read as follows:

OTHER COVERED SERVICES.

Covered Medical Expense	Payable by Member	
	In-Network	Out-of-Network (Plan Allowance May Apply)
Autism Services / Applied Behavioral Therapy (ABA Therapy)	20% after Deductible	40% after Deductible

Item *2B-2 –The Autism portion of the Covered Medical Expense section shall hereinafter read as follows:

- Charges for Autism Spectrum Disorder, to include Applied Behavioral Therapy.

ITEM *2C – SELF-INFLICTED INJURY

Item *2C-1 –The Covered Medical Expense section shall include the following:

- Charges for attempted suicide or intentionally self-inflicted **Injury**, while sane or insane.

Item *2C-2 –The aggression / battery portion of the Exclusions section shall hereinafter read as follows:

- Charges for an **Injury** resulting from an act of aggression or battery initiated by the **Member**.

ITEM *2D – BEHAVIORAL DISORDERS / LEARNING DISABILITIES

Item *2D-1 –The Covered Medical Expense section shall include the following:

- Charges for behavioral disorders or learning disabilities.

Item *2D-2 –The Mental Health portion of the Special Provisions section shall hereinafter read as follows:

MENTAL HEALTH

Charges for treatment of **Mental Health Disorders** (see Definitions) are **Covered Medical Expenses**. Prescription drugs used for these conditions are covered as any other prescription drugs, whether prescribed by a psychiatrist or **Physician**.

Precertification and **Utilization Review** are required for **Inpatient**.

Item *2D-3 –The Behavioral Disorders / Learning Disabilities portion of the Exclusions section is hereinafter removed in its entirety:

- ~~Charges for behavioral disorders or learning disabilities, except as outlined in the Schedule of Benefits and Covered Medical Expenses.~~

ITEM *2E – RESIDENTIAL TREATMENT

Item *2E-1a –The Other Covered Services section, Residential Treatment in the Base Plan shall read as follows:

OTHER COVERED SERVICES.

Covered Medical Expense	Payable by Member	
	In-Network	Out-of-Network (Plan Allowance May Apply)
Residential Treatment <i>Limited to 60 days per year²</i>	0% after Deductible	30% after Deductible

Item *2E-1b –The Other Covered Services section, Residential Treatment in the Buy-Up Plan shall read as follows:

OTHER COVERED SERVICES.

Covered Medical Expense	Payable by Member	
	In-Network	Out-of-Network (Plan Allowance May Apply)
Residential Treatment <i>Limited to 60 days per year²</i>	20% after Deductible	40% after Deductible

Item *2E-2 –The Covered Medical Expense section shall include the following:

- Charges relating to **Residential Treatment**.

Item *2E-3 –The Residential Treatment portion of the Exclusions section is hereinafter removed in its entirety:

- ~~Residential Treatment Centers.~~

ITEM *2F – SPEECH THERAPY FOR MENTAL HEALTH
Item *2F-1 - The Covered Medical Expense section shall include the following:

- Charges for speech therapy by a qualified speech therapist required because of an **Injury** or **Illness**. If therapy is required because of a congenital abnormality, the person must have had corrective surgery before therapy.
For more information, see Physical, Speech, and Occupational Therapy in Special Provisions.

Item *2F-2 –The Physical, Speech, and Occupational Therapy portion of the Special Provisions section shall read as follows:
PHYSICAL, SPEECH AND OCCUPATIONAL THERAPY

Charges of a doctor or **Facility** for physical, speech, and occupational therapy that are covered expenses may be limited. The limitation applies for treatment received while the patient is not confined to the **Hospital** as a bed patient (**Outpatient** services).

ITEM *2G – VOLUNTARY TAKING
Item *2G –The voluntary taking / not as prescribed portion of the Exclusions section shall hereinafter read as follows:

- Charges for treatment of **Injury** resulting from the voluntary taking of or being under the influence of any controlled substance, drug, hallucinogenic, or narcotic not administered on the advice of a **Physician** or not taken as prescribed by a **Physician** (except for charges related to treatment for **Substance Use Disorder**).

ITEM *3 – MISCELLANEOUS REVISION(S):
Item *3a – The Introduction section is hereinafter amended to include “self-funding” as follows:

This document is the Master Plan Document & Summary Plan Description (the “**SPD**”) for the self-funded Lumpkin County Board of Commissioners Employee Benefit Plan (the “**Plan**”).

Item *3b –The Covered Medical Expenses section is amended to hereinafter include the following:

- Routine charges for services furnished in connection with participation in an **Approved Clinical Trial**.

Item *3c – The Standard Organ Tissue Transplant section is hereinafter removed in its entirety from all Plans:
STANDARD ORGAN TRANSPLANT BENEFIT.

If a **Member** does not meet all the requirements outlined in the Organ / Tissue Transplant Program in Care Management Requirements, the **Coinurance Rate** is fifty percent (50%) with a maximum benefit of one hundred thousand dollars (\$100,000).

Item *3d – The Note in the Organ / Tissue Transplant Program section is hereinafter removed in its entirety:

Note: Failure to meet these requirements will result in reduced benefits. The **Coinurance Rate** will be 50% with a maximum benefit of \$100,000, the **Out-of-Pocket Limit** will not apply, and the additional covered benefits listed below will not apply.

Item *3e – A new section in Medical Benefits is hereinafter inserted after the CAA Continuity of Care section which shall read as follows:

CAA NSA CLAIMS

Out-of-Network Covered Medical Expenses subject to the **NSA** shall be calculated the same as **In-Network Covered Medical Expenses**, applied to the lesser of a **Provider's** billed amount or **QPA**. Any cost-sharing payments for **Out-of-Network Covered Medical Expenses** subject to the **NSA** shall be counted towards any **In-Network Deductible** or **Out-of-Pocket Maximum**, in the same manner as if furnished by an **In-Network Provider** or **Facility**.

Examples of **Out-of-Network Covered Medical Expenses** subject to the **NSA** include, but are not limited to:

1. Air Ambulance **Claims**;
2. **Emergency Medical Conditions**; and,
3. Ancillary non-**Emergency Services** performed at an **In-Network Facility** including, but not limited to:
 - a. Anesthesiologists;
 - b. Pathologists;
 - c. Radiologists;
 - d. Neonatologists;
 - e. Assistant surgeons;
 - f. Hospitalists;
 - g. Intensivists;
 - h. Diagnostic testing service providers (including radiology and laboratory services); and,
 - i. Those provided by an **Out-of-Network Provider** when there is no **In-Network Provider** who can furnish such item or service at such **Facility**.

For more information about **Balance Billing** (also called "Surprise Billing"), see Your Rights and Protections Against Surprise Medical Bills, below.

Item *3f – The following sections of the Other Covered Services chart are hereinafter removed in their entirety:

Covered Medical Expense	Payable by Member	
	In-Network	Out-of-Network (Plan Allowance May Apply)
~~Air Ambulance Claim(s) subject to the NSA~~	~~Subject to In-Network Deductible and Coinurance~~	~~In accordance with the NSA (same as In-Network, applied to lesser of Provider's billed amount OR QPA)~~
~~Emergency Medical Condition(s) subject to the NSA[*]~~	~~Subject to In-Network Deductible and Coinurance~~	~~In accordance with the NSA (same as In-Network, applied to lesser of Provider's billed amount OR QPA)~~

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

Item *3g – The introduction of the How to File a Level One Appeal section has been amended as set forth below:

HOW TO FILE A LEVEL ONE APPEAL.

A Level One Appeal is made to the **Plan Supervisor** in order to verify that the **Claim** was processed properly and free of mechanical or factual error. Except for appeals involving **Urgent Care Claims** (see, Urgent Care Claims Appeals, below), to appeal a **Claim** that resulted in an **Adverse Benefit Determination**, a request for Level One Appeal must be submitted either via Healthgram's Member Portal at www.members.healthgram.com or in writing to the **Plan Supervisor** at the address indicated below:

c/o Healthgram, Inc.
Post Office Box 11088
Charlotte, NC 28220

Item *3h – The introduction of the How to File a Level Two Appeal section has been amended as set forth below:

HOW TO FILE A LEVEL TWO APPEAL.

Except for appeals involving **Urgent Care Claims** (see, Urgent Care Claims Appeals, below), a Level Two Appeal must be submitted either *via* Healthgram's Member Portal at www.members.healthgram.com or in writing to the **Plan Supervisor** at the address indicated below:

c/o Healthgram, Inc.
Post Office Box 11088
Charlotte, NC 28220

Item *3i –The difference between service and less expensive / equally effective Exclusion is hereinafter amended to read as follows:

- Charges for a service, procedure, or substance when the charge for a service, procedure, or substance that is known to be less expensive and would achieve the same or similar results with no additional medical risk.

Item *3j – The Plan Supervisor's contact number(s) shall hereinafter be changed from 1-800-446-5439, 1-800-472-5001, and (704) 523-2758 to (980) 201-3020

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

This Amendment is accepted as stated above.

BY: _____
Name Date

Title

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

ACCEPTANCE OF SUMMARY OF BENEFIT COVERAGE (SBC)
Lumpkin County Board of Commissioners

I have reviewed the Uniformed Summary of Benefit Coverage Document for **Lumpkin County Board of Commissioners** effective 07/01/2023, and find each document acceptable.

I understand revisions at my request or any copies of summary of benefit coverage are at the expense of employer.

Please print _____ copies of the benefit summary. Healthgram will be passing along all cost associated with printing the summaries to the employer. Printing costs and distribution are the responsibility of the employer.

Lumpkin County Board of Commissioners

Signature

Date



Lumpkin County, Georgia

County Manager

Date:	April 18, 2023
Agenda Item:	2023-034 Possible Energy Savings Program for County Buildings - Schneider Electric (<i>County Manager Alan Ours</i>)
Item Description:	Approve a letter of Interest with Schneider Electric for the purpose of evaluating existing building systems to determine life expectancy of equipment and the potential to reduce energy costs.
Facts & Historical Information:	Lumpkin County has approximately 45 buildings that are used by various county departments to deliver services. The buildings HVAC systems and lighting systems are of various ages. A current schedule of system life expectancy does not exist. Schnieder Electric has offered at no cost to the County an initial assessment of county energy systems to determine when systems need to be replaced and potential energy savings if existing equipment is replaced. If the initial assessment indicates that existing systems are nearing their life expectancy and substantial savings in energy costs could be realized with system upgrades a more formal study would need to be taken at which time a Request for Proposals would be solicited. This initiative is one of the goals for 2023 and aligns with our plan to develop potential projects for the next SPLOST.
Potential Courses Of Action:	A. Approve the Letter of Interest B. Bypass the initial assessment and issue an RFP for a more comprehensive study C. Take no action
Budget Impact:	There is not an initial financial obligation to the County. However, there could be a future impact to the capital budget if equipment is ultimately replaced
Staff Recommendation:	



Letter of Interest

Lumpkin County, Georgia is interested in evaluating the current state of facility operations with the purpose of identifying future opportunities to reduce utility and operational costs. This letter authorizes Schneider Electric to proceed with a Business Case analysis at no financial obligation to the client.

SECTION 1:

Client agrees to provide the following:

- A) Access to facilities for Schneider Electric's Certified Energy Managers and Energy Analysts for the purpose of surveying types of equipment and operating characteristics;
- B) Necessary information and utility data, as requested;
- C) Access to personnel to discuss operating requirements; and
- D) Opportunities for client representatives to meet with Schneider Electric for the review of the Business Case analysis.

SECTION 2:

Schneider Electric will provide the client with the following:

- A) A current state operations analysis including potential cost savings estimates;
- B) Identification of potential solutions opportunities for advancing the client's goals;
- C) A financial analysis and overview for savings and overall economic impact;
- D) A means for addressing public awareness and community engagement opportunities.

Lumpkin County, Georgia

**Schneider Electric
Buildings Americas, Inc.**

By	_____	By	_____
	(Signature)		(Signature)
Print Name	_____	Print Name	_____
Title	_____	Title	_____
Date	_____	Date	_____

This letter is to be accepted until January 1, 2024.



Lumpkin County, Georgia

Animal Shelter

Date:	April 18, 2023
Agenda Item:	2023-036 Best Friends Animals Society 2023 Community Cat Sterilization & Microchip Clinic Grant (<i>Animal Shelter Manager Wayne Marshall</i>)
Item Description:	This is a grant to reduce euthanasia rate by implementing a community cat sterilization program, as well as a zero-cost microchip clinic.
Facts & Historical Information:	Cat overpopulation is a tragic problem that affects all areas of Georgia. Each year thousands of cats are euthanized because of overpopulation. Community Cat Reproductive Sterilization Programs help with this problem through the spaying and neutering of community cats. Best Friends Animals Society has offered to fund a community cat sterilization program along with a microchip clinic program for both cats and dog. The free microchipping clinic will help reunite lost companion animals with their owners. Both of these programs will help the shelter reduce cost associated with euthanasia and the housing of lost animals by reducing our euthanasia rate and by helping staff to return animals to their owners. The purpose of the community cat sterilization grant program and the microchipping clinic is to provide financial assistance with sterilization procedures and microchipping cost. These two programs will help the shelter continue to drop euthanasia rates. Best Friends Animals Society has agreed to issue a grant of \$10,000 which would be used to fund both programs. Please see supporting documentation.
Potential Courses Of Action:	A. Consider accepting the Best Friends Animals Society grant B. Take no action.
Budget Impact:	Acceptance of this grant will reduce the general fund's animal shelters expense by reducing euthanasia supplies, microchip cost, and supply funding for the surgical cost associated with community cat spay neuters. There is no matching requirement associated with this grant program.
Staff Recommendation:	Staff recommends the Board consider accepting the grant as presented.



Lumpkin County Proposal Animal Shelter

\$10,000

Goal: To reduce euthanasia rate by implementing a community cat sterilization program, as well as a zero-cost microchip clinic.

Summary:

First the shelter believes that it can decrease its euthanasia rate through the implementation of these two pilot programs. The Community cat Sterilization program will help this goal by decreasing unwanted litters being born into these feral cat colonies. The shelter further believes that through educating the community on best practices and offering possible deterrents for those who do not want cats on their property. In turn this Community cat Sterilization program will decrease the shelter intake of unwanted feral and community cats thereby decreasing the euthanasia rate.

The Second goal is to increase the return rate of animals to their owners by implementing a microchip clinic program. The shelter has had proven success in the past reuniting owned animal with their families because these animals were chipped. This limits the time and expenses incurred by housing these animals at the shelter. Thereby decreasing overcrowding and depletion of resources. The reuniting of animals with their owners also provides the opportunity for staff to educate owners as to responsible ownership and builds community relations. Also, the shelter would have the flexibility to wave the pickup fee for chipped animals again aiding in the ability of owners to reclaim.

Budget break down:**1.) Hosting free monthly microchip clinics.**

\$2,500.00 It will cost the shelter \$8 for each cat or dog chipped. With this amount we could chip 312 animals. In 2022 we returned 99 animals which was made possible by microchipping. Our hope is to increase the return to owner rate. This ability to return animals to their owner will reduce the burden of housing owned animals and help to quickly reunite lost pets with their owners.

2.) \$7,500.00 for a community cat sterilization program. This would be broken down as follows. \$1,000.00 to be used for additional cat traps as well as deterrents which we could distribute as needed to complainants as we educate them on best practices when dealing with community cats.

\$6,500.00 for spay neuter services provided to felines who will be reintroduced into their colony. Approximately 86 cats. This will both reduce the euthanasia rate of feral cats. (The shelter euthanized 73 feral cats in 2022). This would also decrease the number of litters born into the colony and thereby reduce the numbers of kittens being surrendered.

Best Friends Animal Society Grant Agreement with Fellow

Background

Best Friends Animals Society (“Best Friends”) is a 501(c)(3) nonprofit corporation based in Kanab, Utah, whose mission is No More Homeless Pets®. Best Friends feels privileged to help save lives by working with organizations and agencies by providing funding for specific projects and/or needs.

Lumpkin County Animal Shelter (“Fellow”) is a 501(c)(3) nonprofit animal welfare organization or a municipal shelter and has been selected to receive a one-time grant (the “Grant”) for the purposes set forth below. Fellow has been selected to receive the Grant as a way for Fellow to increase its overall save rate and help it achieve lifesaving success in a sustainable way

Each party shall be referred to herein individually as a “Party,” and collectively as the “Parties.”

This grant agreement (“Agreement”) will govern the terms of the Grant. The Parties hereby agree to the following terms and conditions as of the date of the last signature below (the “Effective Date”).

AGREEMENT

Section 1. Project Description, Term and Grant Amount

The project is generally described as the following and more specifically described throughout this Agreement (the “Project”). Under this Agreement, Best Friends will provide grant funding to Fellow to assist Fellow in projects designed to increase Fellow’s overall save rate. Fellow has provided a proposed budget for the use of the Grant that has been approved by Best Friends. Prior to making any substantive changes in the use of the Grant, Fellow will discuss with Best Friends the rationale for the need for such change to the proposed budget. Grant money can be used at Fellow’s sole discretion pursuant to the approved proposed budget. Examples of how other Fellows have utilized grant funds are to offset the staffing/supply needs of Fellow, as well as provide resources that may be used by the Fellow and/or third-party partners to support life-saving work of Fellow. Fellow has been matched with Forsyth County Animal Shelter (“Peer Mentor”) as an entity that has agreed to work with Fellow on the Project. The expectation is that Fellow staff will work directly with Peer Mentor’s staff to increase positive outcomes and reduce shelter deaths in a sustainable way.

The Term of this Agreement, unless terminated pursuant to the language below will be from the Effective Date through 3/31/24.

Grants will be provided in three payments (with Best Friends’ obligation to disburse funds conditional on Best Friends’ receipt of Fellow’s IRS Form W-9) (the “Periodic Payments”):

Payment #1 (Paid within thirty (30) days of the Effective Date): \$4,000

Payment #2 (6/1/23): \$3,000

Payment #3 (9/1/23): \$3,000

Best Friends has allocated internally a total amount of \$1,000 that Best Friends expects to award to entities involved in supporting the Project, if Fellow achieves a 90% aggregate save rate over a six-month period within three (3) years of the Effective Date of this Agreement (the “Bonus”). Best Friends will discuss allocation of this Bonus with Peer Mentor and Fellow, however the determination of which entities will receive part of the Bonus (and in what amounts) is at the sole discretion of Best Friends. If Fellow receives any part of the Bonus, such disbursement is subject to the terms of this Agreement.

Fellow acknowledges that Best Friends and its representatives have made no actual or implied promise of funding except for the amount specified in this Agreement.

Section 2. Goals

Goals of the Project will be mutually agreed upon by the Parties, but could include the following in relation to the activities and programs of the Fellow:

- Increase adoptions
- Improve community relations and perception
- Build relationships with community partners to enhance reputation and life-saving efforts
- Increase traffic to the shelter through marketing & community engagement
- Remove barriers to adoption & improve customer service
- Increase transfer/rescue support
- Live outcomes for community cats through barn cat & return to field programs
- Increase marketing of lost pets and increase in pets returned to their owners
- Ensure standard operating procedures are implemented, followed and updated as needed
- Development of a full volunteer and foster care program

Numeric Goals

Q1: April - June:

- 85% Quarterly Save Rate
- 15 fewer animals killed compared to April - June 2022

Q2: July – September:

- 87% Quarterly Save Rate.
- 30 fewer animals killed compared to April – September 2022

Q3: October – December:

- 88% Quarterly Save Rate.
- 40 fewer animals killed compared to April – December 2022

Q4: January – March:

- 89% Quarterly Save Rate.
- 50 fewer animals killed compared to April 2022 - March 2023

End of Term April 2024: 90% Save Rate

These numerical goals are an estimate of where the Fellow should be each quarter to stay on track to achieve a 90% aggregate save rate by the end of the Term of this Agreement. The Parties will work together to evaluate the goals throughout the Agreement. Regardless of the Fellow's numerical data, the funding of periodic payments as set forth in Section 1 will continue so long as there is active engagement between Peer Mentor and Fellow.

Section 3. Commitments by Fellow

1. Fellow agrees to provide appropriate statistics through the online reporting system designated by Best Friends. If Fellow uses a shelter management software that can directly provide the information to the online reporting system, Fellow will opt-in to allow the transfer of data directly to the designated online reporting system. If Fellow is unable to use an online reporting system or the online reporting system is not yet available for Fellow's use, Fellow will report statistics directly to Best Friends program staff monthly, by the 15th of the following month (for example, January stats are due by February 15), in the manner designated by Best Friends as well as any additional data requested to quantify success.
2. Fellow is expected to use its best efforts to attend all scheduled check in calls with the shelter collaborative team and Peer Mentor and keep in communication with all Parties when calls need to be rescheduled. Fellow may miss no more than two check in calls without warning. Exceeding this limit may result in withheld funding (scheduled but not yet due) or termination of this Agreement.
3. Fellow must work with Peer Mentor to allow for a minimum of 1 visit to the Fellow by Peer Mentor. Best Friends staff member/s may accompany Peer Mentor on visits to the Fellow.
4. Fellow acknowledges and agrees to use its best efforts to work with Peer Mentor to develop a written sustainability plan for the various programs established or enhanced for the purpose of meeting the Goals of this Agreement to help ensure that Fellow will have the capacity to continue the programs as part of its operating procedures beyond the Term of this Agreement. Examples of the types of issues in such sustainability plan includes, but is not limited to (a) creating a thorough transition and exit plan that encourages Fellow to take ownership of programs beyond the Term of this Agreement, (b) creating a financial plan that will continue to support lifesaving initiatives, (c) assisting Fellow's production and implementation of standard operating procedures for each department involved in lifesaving initiatives that will be reviewed periodically and followed by all relevant staff.

Section 4. Commitments by Best Friends

In addition to the Grant, Best Friends will provide access to Best Friends staff and resources as needed to provide support to Fellow and Peer Mentor.

Section 5. Project Branding Terms and Promotion

Fellow shall coordinate with Best Friends regarding the promotion of the Project. Fellow agrees that Best Friends may be identified by name as a Fellow in Best Friends communications. Both Parties may issue reports or statements to its members, the media and the public about the Project. This includes, but is not limited to websites, newsletters, press releases, magazine articles, blogs, and podcasts. The Fellow shall reasonably cooperate with Best Friends network staff, volunteer team leaders, and news or magazine writers in the production of such news content. The Fellow agrees to cooperate with Best Friends and facilitate promotion of the Project through the Best Friends website, newsletters, electronic news distributions, press releases, and other media outlets. Neither Party may use the other Party's logos, trademarks, or other intellectual property without express permission of the other Party.

Section 6. Termination

- A. Termination by Fellow. Fellow may terminate this Agreement upon providing ten (10) business days written notice to Best Friends in the event of the following events of default:
 - (i) By its actions or statements, Best Friends materially harms Fellow as determined by Fellow in its reasonable judgment;
 - (ii) Best Friends files for bankruptcy, sells, assigns or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation.

- B. Termination by Best Friends. Best Friends may terminate this Agreement upon providing ten (10) business days written notice to the Fellow in the event of the following events of default:
 - (i) By its actions or statements, Fellow materially harms Best Friends as determined by Best Friends in its reasonable judgment;
 - (ii) Fellow files for bankruptcy, sells, assigns or transfers the majority of its assets to another entity, or ceases to operate as a nonprofit corporation (if a nonprofit corporation); or
 - (iii) Fellow fails to perform its commitments as set out in this Agreement, including, in the reasonable judgment of Best Friends, failing to carry out the Project with reasonable diligence to meet the goal of saving as many animal lives as possible or has not worked in good faith with professionalism to achieve the mutually agreed upon Goals.

In the event Best Friends terminates this Agreement pursuant to this section, Best Friends has no obligation to pay Fellow any grant payment not yet due at the time of the notice of such termination.

Section 7. Photo, Video, Digital and Audio Access and Release

Fellow grants to Best Friends (including its employees, contractors and agents), the nonexclusive, perpetual, royalty-free right, license, and permission to photograph, video, and audio record any of Fellow's programs or events, associated with the Project for the duration of the Project and to use such materials in any manner including for identification purposes, to promote or report about Best Friends events, activities and mission; to raise donations, or for other purposes. Agency warrants to Best Friends that it has received any permissions needed to grant such rights and will indemnify, defend, and hold harmless Best Friends from any claim that its use of such materials as permitted in this Agreement infringes any third-party rights.

Fellow agrees to provide to Best Friends, via email to the contact address provided by Best Friends, with a minimum of one (1) unique still photo and/or video clip of no less than 30 seconds in length, in a format suitable for posting on social media platforms or websites (with the specific digital format mutually agreed upon by the parties) relating to events or activities associated with the Project at least once per month during the Term of this Agreement (the "Publicity Materials"). Fellow grants Best Friends the nonexclusive, perpetual, royalty-free right, license and permission to use the Publicity Materials in any manner Best Friends deems appropriate and warrants to Best Friends that it has received any permissions needed to grant such right and will, to the full extent permitted by law, indemnify, defend and hold harmless Best Friends from any claim that Best Friends use of such Publicity Materials pursuant to this Agreement infringes any third-party rights.

Section 8. Non-Disparagement

During the Term of this Agreement and for three years after this Agreement's termination, Fellow agrees to take reasonable commercial measures to ensure that its representatives and official media outlets do not make statements, including but not limited to social media posts, regarding the activities covered by this Agreement that are intended to or likely to bring Best Friends into disrepute.

Section 9. Release

To the full extent permitted by law, the Fellow, their directors, officers, employees, representatives, agents, successors, and assigns, agree never to bring a claim or suit against Best Friends relating to the Project and its receipt of service. The Fellow agrees Best Friends and its directors, officers, employees, representatives, agents, representatives, contractors, successors and assigns ("Releasees") are not responsible for any of the decisions, plans, guidelines, work, or activities related to or arising from the Project. The Fellow releases Best Friends and its directors, founders, employees, officers, agents, representatives, contractors, volunteers, successors and assigns from all liability arising from any work or activities related to the Project. The Fellow understands this agreement discharges Releasees from any liability to the Fellow with respect to bodily injury, personal injury, illness, death, property damage or other loss of any kind or nature whatsoever, direct or indirect, known or unknown, that may result as a result of the Fellow's work, participation and activities related to this Project.

Section 10. Indemnity Agreement

To the full extent permitted by law, the Fellow and its directors, officers, agents, employees, representatives, successors and assigns, agree to indemnify and hold Releasees harmless for all bodily injury, personal injury, illness, death, property damage or other losses of any kind or nature whatsoever, direct or indirect, known or unknown, including attorney's fees and costs of litigation that result to anyone else or any other entity because of Fellow's actions or omissions related to the Project or any breach by Fellow of this Agreement. This includes lone acts or omissions by the Fellow as well as the combined acts of the Fellow with others.

Section 11. Fellow's Representations and Warranties

Fellow represents and warrants as follows:

- A. Fellow is a qualified 501(c)(3) entity or government organization.
- B. Fellow acknowledges that its animal welfare activities may be governed by a variety of federal, state, and local laws. Fellow hereby warrants that it shall use its best efforts to comply with all applicable laws and shall not knowingly violate same.
- C. There are no claims, investigations or proceedings in progress, pending or threatened against Fellow which, if determined adversely, would have a material effect on Fellow's ability to fulfill its obligations pursuant to this Agreement and there are no claims, investigations or proceedings in progress, pending or threatened against Fellow which involve animal neglect or abuse.
- D. The individual signing this Agreement on behalf of Fellow is legally competent to enter into this Agreement duly authorized to do so by the Fellow.

Section 12. Grant Restrictions

In addition to abiding by the requirement that the grant funds be used in furtherance of the Project, Fellow specifically agrees that no portion of the grant funds will be used for any of the following: (i) to lobby or otherwise attempt to influence legislation; (ii) to influence outcome of any specific public election or participate or intervene in any political campaign on behalf of any candidate for public office or conduct, directly or indirectly; (iii) to support or oppose any elected official or candidate for public office or on any particular issue.

Section 13. Survival of Terms

The intellectual property rights, including the rights to use photos, digital, audio and video materials, agreed to in this Agreement are perpetual. The releases and indemnity agreements are perpetual. The Non-Disparagement clause survives for three years following the termination of this Agreement.

Section 14. Proprietary Information

Fellow acknowledges and agree that the following constitute "Proprietary Information": Any secret or proprietary information relating directly to Best Friends business, including, but not limited to, the Best Friends network and donation process, services, members, donor and volunteer lists; business policies; employment records and policies; operational methods; marketing plans and strategies; business development plans; new personnel acquisition plans; technical processes; designs and design projects; inventions and research programs; trade know-how; trade secrets; specific software, algorithms, computer processing systems; object and source codes; user manuals; systems documentation; and other business and financial affairs of Best Friends. It is not anticipated that the Fellow will have access to Best Friends proprietary information as a result of this Agreement. Nonetheless, Fellow acknowledges and agrees that in the event the Fellow learns of or comes into possession of any Best Friends proprietary information, Fellow will notify Best Friends and return said information. Fellow agrees that they will not use, supply, or disclose any Proprietary Information it happens to learn of to any third party.

Section 15. No Third-Party Beneficiaries

Although the Parties recognize that Fellow may benefit from the Parties entering into this Agreement, nothing in this Agreement shall be construed to give any person or entity other than the Parties to this Agreement any legal or equitable claim, right or remedy; rather, this Agreement is intended to be for the sole and exclusive benefit of the Parties hereto.

Section 16. Other

These contract terms bind the successors and assigns of the Fellow. Each term of this Agreement is material. The Fellow expressly agrees the releases and indemnity agreement are intended to be as broad and inclusive as permitted by law. Fellow agrees that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement. This is the entire Agreement between the Parties and supersedes any other verbal or written statements, representations, or promises.

This Agreement shall not be construed to constitute any form of partnership, agency or joint venture between Best Friends and Fellow. No Party is responsible in any way for the debts of the other or any other party, or any breach of any law, rule, regulation, complaint, grievance, custom, or guideline of the other. No Party has authority to bind the other to any contractual or other agreements and in no event shall any Party represent or hold itself out as acting on behalf of the other Party hereto.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. Any disputes arising out of or related to this Agreement will be resolved in a Utah State

Court of competent jurisdiction in Kane County, Utah.

[The remainder of this page is left intentionally blank. The signature page follows.]

By signing below, Fellow and Best Friends acknowledge and agree to the terms of this Agreement. If signing electronically, the Parties acknowledge that they have read this Agreement and indicate their intent to electronically sign and be bound by the terms and conditions therein. The Parties agree that their electronic signatures are intended to authenticate this writing and to have the same force and effect as a manual signature for purposes of validity, enforceability, and admissibility.

Lumpkin County Animal Shelter

Printed Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Best Friends Animal Society

Printed Name of Authorized Representative: _____

Title: _____

Signature: _____

Date: _____



Lumpkin County, Georgia

Special Projects

Date:	April 18, 2023
Agenda Item:	2023-037 Termination of Owner's Representative Contract for the Construction of a New Animal Shelter (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Termination of the owner's representative contract for the construction of a new animal shelter
Facts & Historical Information:	On March 15, 2022 the Board of Commissioners approved the contract for an Owner's Representative for the construction of a new animal shelter. However, the construction of a new animal shelter has been postponed. With that postponement there is no need for an owner's representative and the contract needs to be terminated. This is a mutual termination due only to the delay in the project.
Potential Courses Of Action:	A) Terminate the contract for an Owner's Representative for the construction of a new animal shelter B) Do not terminate the contract for an Owner's Representative for the construction of a new animal shelter
Budget Impact:	There is no impact to the budget.
Staff Recommendation:	Approve the termination of the owner's representative contract for the construction of a new animal shelter

STATE OF GEORGIA,
COUNTY OF LUMPKIN.

Mutual Termination of Employment Contract

This Mutual Termination of Employment Contract is made and entered into by and between **LUMPKIN COUNTY BOARD OF COMMISSIONERS, ("County")**, and **GREG TRAMMELL, ("Employee")**.

The parties hereby mutually acknowledge and agree that the Employment Contract entered into between the parties with an effective date of March 15, 2022, for oversight on behalf of the County for the planning, design and construction of the County's animal shelter, is terminated as of April 18, 2023. Employee acknowledges and agrees that he is not owed any compensation under said contract.

Neither party shall have any further rights, duties or obligations under the above referenced contract between the parties.

IN WITNESS WHEREOF, the parties have hereto executed this agreement.

EMPLOYER:

EMPLOYEE:

Lumpkin County Board of Commissioners

By:

Chris Dockery, Chairman

Greg Trammell

Attest:

Melissa Z. Witcher, Clerk



Lumpkin County, Georgia

Special Projects

Date:	April 18, 2023
Agenda Item:	2023-038 Amendment to Owner's Representative Contract for the Construction of a Recreation Center (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Amendment to the owner's representative contract for the construction of a recreation center.
Facts & Historical Information:	The Board of Commissioners entered into a contract for an owner's representative for the construction of a pool on March 17, 2020. That contract was amended December 15, 2020 when the scope of the project was changed. The project has since been modified again to a recreation center with an outdoor pool, water slides, lazy river and outdoor pickleball courts. This amendment addresses changes to the terms stating that the contract will terminate upon material completion of the project and to the fees which states the County will pay the employee \$1,000.00 per pay period.
Potential Courses Of Action:	A) Approve the amendment to the Owner's Representative contract for the construction of a recreation center B) Do not approve the amendment to the Owner's Representative contract for the construction of a recreation center.
Budget Impact:	The funds to pay for the contract are part of the overall project budget.
Staff Recommendation:	Approve the amendment to the owner's representative contract for the construction of a recreation center.

**Amendment No. 2 to
EMPLOYMENT CONTRACT**

**STATE OF GEORGIA;
COUNTY OF LUMPKIN.**

**Project Description: Recreation Project (formerly referenced as Pool Project)
Project No. 21-601**

THIS AMENDMENT NO. 2 is made effective as of April 25, 2023, by and between the **LUMPKIN COUNTY BOARD OF COMMISSIONERS**, ("County"), and **GREG TRAMMELL**, ("Employee"), for at will employment.

WHEREAS, County and Employee entered into an Employment Contract effective March 17, 2020, to setting forth the terms and conditions of Employee's employment with the County to provide oversight for the County's pool project, as amended by Amendment No. 1 effective December 15, 2020; and

WHEREAS, the parties acknowledge that the County's pool project means the County's recreation project located off Pine Tree Way, consisting of a new gymnasium, outdoor pool, lazy river, water slides, splash pad, and pickleball courts;

NOW, THEREFORE, in consideration of the mutual benefits and promises flowing each to the other, County and Employee each agree to amend the contract as follows:

All references to the County's pool project shall mean the County's recreation project located off Pine Tree Way, consisting of a new gymnasium, outdoor pool, lazy river, water slides, splash pad, and pickleball courts;

Section 2.1 is amended to read as follows:

2.1 **Term.** – The Term of this Contract commenced on March 17, 2020, and shall terminate upon material completion of the project, as such term is defined in the Construction Management Contract between Carroll Daniel Construction and the Board of Commissioners of Lumpkin County for Project No. 21-601.

Section 2.2 is amended to read as follows:

2.2 **Fees.** – County shall pay the Employee as follows: \$1,000.00 per pay period for the duration of the project.

Section 2.3 is deleted in its entirety.

All other terms and conditions of the Employment Contract effective March 17, 2020, and Amendment No. 1 effective December 15, 2020, not otherwise amended herein shall remain in full force and effect.

[Signatures begin on next Page.]

IN WITNESS WHEREOF, the parties have each caused these presents to be duly signed, sealed and delivered by their duly authorized representatives on the day, month and year first above written.

County:

Employee:

Lumpkin County Board of Commissioners
By:

Chris Dockery, Chairman

Greg Trammell

Attest:

Melissa Z. Witcher, County Clerk



Lumpkin County, Georgia

Special Projects

Date:	April 18, 2023
Agenda Item:	2023-039 FF&E Design Services for New Recreation Center - Vivre Interiors (<i>Special Projects Director Ashley Peck</i>)
Item Description:	FF&E Design Services for New Recreation Center
Facts & Historical Information:	The new recreation center will need design services for FF&E procurement. Vivre Interiors has completed work for the County in the past. They completed the interior design for the new Library. Vivre Interiors is currently working with the architect on the interior design for the new recreation center so they are familiar with the project and the design needs of the recreation center. Vivre Interiors will provide the following: 1. Programming 1. Discuss existing inventory, new furniture preferences and placement with client 2. Design Development 1. Place designed/selected furniture throughout plans and make selections for each piece 2. Get client approval on all pieces and finishes 3. Construction Documents 1. Compile specification documents with specifications for selected furniture 2. Get final client approval 3. Send furniture out for pricing to client-approved furniture company(ies) 4. Review and address RFIs, questions, and substitution requests 5. Manage designed/selected furniture ordering and installation schedule The cost for these services will be \$4,700.00
Potential Courses Of Action:	A. Approve the contract with Vivre Interiors for design services for FF&E procurement. B. Do not approve the contract with Vivre Interiors for design services for FF&E procurement. C. Approve the contract with Vivre Interiors with modifications.
Budget Impact:	The cost of the contract will be \$4,700.00 and will come from the projects budget.
Staff Recommendation:	Approve the contract with Vivre Interiors for FF&E Design Services



INTERIOR DESIGN SERVICES PROPOSAL FOR:

Project: Lumpkin County Recreation Center FFE Procurement
Project Location: 99 Courthouse Hill, Dahlonega, Georgia
Owner: Lumpkin County
Attn: Ashley Peck

24 February 2023

This detailed proposal is for the following scope of services:

Per your request, we have composed this interior design proposal for FF&E Procurement Services. Total Interior Design area is approximately 4,793 square feet of space.

Vivre Interiors has made every effort in this proposal to keep our services efficient and cost effective. Should you desire services and representation above and beyond the proposed interior design services or any specific service not outlined, our proposed fee will be subject to adjustment or these may be performed on a by-the-hour basis.

Furniture Bid Package

1. Programming
 - a. Discuss existing inventory, new furniture preferences and placement with client
2. Design Development
 - a. Place designed/selected furniture throughout plans and make selections for each piece
 - b. Get client approval on all pieces and finishes
3. Construction Documents
 - a. Compile specification documents with specifications for selected furniture
 - b. Get final client approval
 - c. Send furniture out for pricing to client-approved furniture company(ies)
 - d. Review and address RFIs, questions, and substitution requests
 - e. Manage designed/selected furniture ordering and installation schedule

Total Fee for These Services:

\$4,700.00

Miscellaneous

1. Reimbursable Expenses – expenses that are not included in the basic services described above shall be as follows:
 - a. Printing and reproduction
 - b. Postage/handling and delivery fees of Drawings, Specifications and other documents.
 - c. Fees paid for securing approval of authorities having jurisdiction over the project.
 - d. Expense of renderings, physical concept boards, models, and mock-ups requested by the Owner other than those included in basic services.
 - e. Travel Expenses: Any travel expenses that should come up outside the parameters of the travel to and from the Lumpkin County office shall be considered direct reimbursable expenses and shall not exceed 3 site visits.
2. Additional Service Rates – for project representation beyond basic services as described above or for changes in the scope of design after approvals by the Owner, the compensation shall be as follows:
 - a. **\$150.00 per Hour**
3. Terms
 - a. Progress Payments for each phase may be billed monthly.
 - b. Additional services may be incurred for any work that may be required by the Interior Designer; including but not limited to: change in basic scope of services, the Owner not following standard practices and procedures, etc.
 - c. Typical Vivre Interiors Letter of Agreement will serve as contract if not covered under the Architect's contract.
 - d. The terms of this proposal shall be good for thirty (30) days from the date listed above.

We hope this proposal meets your satisfaction and we look forward to working with you on this project. If you have any questions, please don't hesitate to call or e-mail us at your convenience.

This Proposal is accepted and approved by:

Owner's Representative (Signature)

Date

Printed Name, Title



Lumpkin County, Georgia

Emergency Services

Date:	April 18, 2023
Agenda Item:	2023-040 Department of the Army/Camp Merrill - Fire Mutual Aid Agreement (<i>Fire Chief David Wimpy</i>)
Item Description:	Updating the auto aid agreement for all hazard and emergency mutual aid services in Lumpkin County.
Facts & Historical Information:	Camp Frank D. Merrill and Lumpkin County Emergency Services have had a long-standing Auto Aid agreement in place that allows both departments to receive assistance from each other in times of emergencies. With this new updated MOA, it will continue to include Camp Merrill Fire Department into the daily emergency operations of Lumpkin County and likewise with Lumpkin County to Camp Merrill. Both Departments will continue to train together and work together in all aspects of the fire service as always. The original MOA is not being changed, but just updated.
Potential Courses Of Action:	1: Update and sign off on the new updated MOA to give both departments the best support possible and the citizens a better Emergency Services. 2: Discontinue the MOA and decrease the services currently provided and possibly have an increase cost to the citizens in this area due to the possibly higher ISO rating.
Budget Impact:	None.
Staff Recommendation:	Update the new MOA and provide the best services possible to the citizens.



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
INSTALLATION DIRECTORATE-TRAINING
HEADQUARTERS, UNITED STATES ARMY GARRISON
1 KARKER STREET, BUILDING 4, SUITE 5900
FORT BENNING, GEORGIA 31905-4500

MEMORANDUM OF AGREEMENT BETWEEN

U.S. ARMY GARRISON, FORT BENNING, GA

AND

**STATE OF GEORGIA COUNTIES
(DAWSON, FANNIN, GILMER, HALL, LUMPKIN, UNION, WHITE)
IM-W909H3-23-00X-MOA**

SUBJECT: All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement

This All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement (“Agreement”) is entered into by, between, and among the political subdivisions located wholly or partially within the State of Georgia and United States Army Garrison-Fort Benning that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (collectively, “the Parties.”)

1. References. See Annex E and Addendum

2. Purpose. This Agreement creates a systematic approach to expedite local and regional mutual aid assistance, share information, and rapidly share and sustain emergency aid and resources between the U.S. Army Fort Benning, local governmental bodies, and regional emergency responders when organic resources and capabilities are exceeded by emergent situations, or when non-exigent circumstances have developed requiring pre-coordinated assistance.

3. Definitions.

a. Agreement – This All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement, duly executed.

b. Assisting Party – The Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.

c. Immediate Approval – Requests for support that require immediate approval when imminent loss of life, limb or eyesight is likely without additional assistance.

d. Pre-coordinated Approval – Requests for non-exigent support that are accomplished through deliberate staffing and higher-level authority approval.

e. Emergency – Any occasion or instance in which assistance is needed to reduce or eliminate an immediate threat to life, protect public health and safety, and to protect

improved property that is significantly threatened due to disasters or emergencies.

4. Scope. The intent is to share professional personnel, specialized equipment, facilities, services, and any other resources required for support during an emergency or disaster. It is understood that the Agency requesting mutual aid will have exhausted the use of internal resources before requesting mutual aid from an external participating jurisdiction/agency. Specifically, a mutual aid request can be under exigent conditions to save lives, prevent human suffering, or to mitigate excessive property damage, or it can stem from a non-exigent situation requiring pre-coordinated support. The Incident Commander's (IC) primary means to formally request mutual aid assistance is through the applicable E-911 center. Understandably, agency heads may additionally communicate these requests informally among themselves. Request(s) for assistance will ultimately be approved by the appropriate jurisdiction/agency head. At Fort Benning, GA, the Garrison Commander serves as the approval authority for use of Fort Benning resources.

5. Understanding. The first responsibility of the parties to this Agreement is to the residents of their respective jurisdictions and to their respective agencies. There are two broad categories of support requests: **Immediate Approval** (when without assistance there is imminent loss of life, limb, or eyesight) and **Pre-Coordinated Approval** (accomplished through deliberate staffing and higher-level authority approval). Examples of Pre-Coordinated Approval may be event support or equipment loans using a lease arrangement.

6. Agreement. Parties to this Agreement will provide emergency first responder support and services to the maximum extent possible within the law.

a. Applicability. This Agreement applies to Fort Benning, GA, and the signatories on this Agreement. Overall command and control will occur through the Incident Command System (ICS). Responding agencies will report to the Incident Command Post, position their vehicles and equipment in a staging area, and the element leader will report to the IC on site. The element leaders will provide the IC with basic information about their capabilities and receive a briefing about the jurisdiction areas, tasks, and other relevant information concerning the incident and mission.

b. Standardization. National Incident Management System (NIMS). This Agreement requires participating jurisdictions, at their own cost, to adopt and fully implement a standardized NIMS as directed by Homeland Security Presidential Directive-5.

1) Participating agencies will implement the NIMS during all emergency responses.

2) Participating agencies will use plain language to ensure good communications among all participating agencies.

3) This Agreement shall also encourage cooperation between participating agencies in the development of standardized incident action plans for any hazardous,

high occupancy, or industrial type sites or facilities. This Agreement encourages participating jurisdictions to conduct emergency or disaster-related exercises, testing, or other training activities outside declared emergency periods to maximize response efficiencies and interoperability between participating agencies.

4) All participating agencies are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-planning and drills. In addition, participating agencies are invited and encouraged to:

- Conduct joint training, planning, and intelligence sharing and threat assessment development.

- Identify and inventory the current services, equipment, supplies, personnel, and other resources related to planning, prevention, mitigation, and response and recovery activities of the participating agency.

- Provide updated names, e-mail addresses and phone numbers as needed to implement an efficient and effective request/response.

- Maintain required NIMS personnel qualifications. Participating agencies will ensure that responding personnel meet the qualifications as established by the NIMS Integration Center. The qualifications of key personnel will be entered into a regional database and also entered into the NIMS Integration Center database. Each participating agency will ensure its personnel information in these databases is kept current.

c. Reimbursement. Each participating agency agrees that it will not seek reimbursement for normal immediate response operating costs from the agency requesting mutual aid assistance. For extended operations and planned events, each participating agency hereby recognizes that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued thereunder (44 CFR Part 151), a participating agency is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional costs over normal operational costs) incurred in emergency services operations on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and, pursuant to any applicable state or local law, each participating jurisdiction hereby reserves the right to seek reimbursement from the other agency for all or any part of the costs (defined as additional costs over normal operational costs) incurred in providing emergency services to the requesting mutual aid organization in response to a request for assistance.

1) Off-Post agency assistance to Fort Benning - For minor costs, the miscellaneous payment guide will be used to reimburse local governments. Payment under this process will be made via the Standard Form (SF) 1034, Public Voucher for Purchases and Services other than Personal. To ensure compliance with fiscal law,

Fort Benning Directorate of Emergency Services (DES) will process a standing SF1034 before any services/incidentals are provided to ensure availability and obligation of funds before services are rendered. After the incident/event, Fort Benning DES will submit an invoice for payment through the General Fund Enterprise Business System (GFEBS) with supporting documentation. The initial obligation can be adjusted to the actual amount at that time.

2) Fort Benning assistance to an off-post agency - When Fort Benning DES is required to provide reimbursable services in accordance with (IAW) this Agreement, the assisted agency must provide payment up front. Checks should be made payable to the "United States Treasury" and mailed to the DES Budget Analyst at:

Staff Budget Branch
Program Budget Division-
Garrison RMO IMBE-RM
7533 Holtz Street, Building 70, Suite 2085
Fort Benning, GA 31905

d. Insurance. Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage or a comparable self-insurance program, including comprehensive liability, personal injury, property damage, automobile, worker's compensation, and, if applicable, professional liability insurance.

e. Waivers. Each Party hereto waives all claims against other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the obligations contained herein.

f. Immunity. All activities performed under this agreement are deemed hereby to be governmental functions. The U.S. Army and participating political sub- divisions/ agencies, including their employees acting in their official capacity, shall not be liable for the death or injury of persons, or damage to property when complying, or attempting to comply, with the agreement, except to the extent permitted by the Federal Tort Claims Act (28 USC 2671 et. al.) in the case of the U.S. Army or applicable state and/or local statutes in the case of political subdivisions/agencies. This Agreement provides no immunity, rights or privileges for any individual who is not requested and/or authorized to respond to an emergency or disaster on behalf of a participating agency.

g. Dispute Resolution. Should a dispute arise between participating agencies under or related to this Agreement, the participating agencies agree that within 30 days after notice of the dispute from one participating agency to the other, the participating agencies will attempt to resolve the dispute through negotiations. If such negotiations

reach an impasse, the participating agencies agree that within 60 days of the date of the Notice of an impasse, the agencies will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The selection of any neutral third party will be by agreement of the Parties, and the cost of any neutral third-party participant will be equally divided among the agencies with the dispute. If such ADR proceeding does not result in resolution of the dispute, the participating agencies may separately pursue any other lawful remedy. However, participating agencies agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Participating jurisdictions agree that the terms of this clause will be considered the “Administrative Remedies” that must be exhausted prior to initiation of any formal litigation.

h. Public Information Releases. All media releases and statements will be mutually agreed upon and jointly handled according to participating guidelines. Press releases will conform to Department of Defense (DoD) press release guidelines. No information release will be issued without U.S. Army Public Affairs coordination and approval.

7. Requesting Support and Precedence.

a. Immediate Response. This Agreement may provide mutual aid capabilities under Immediate Response Authority criteria. This authority must be exercised IAW DoD Directive (DoDD) 3025.18 paragraph 4.i. See *also* 42 U.S.C. §1856b. The Fort Benning Garrison Commander is the release authority for immediate response mutual aid. Immediate Response Authority must generally meet the following criteria:

- 1) There is a request from civil authorities for assistance with imminently serious conditions.
- 2) Time does not permit approval from higher headquarters.
- 3) Immediate notification will be made to the chain of command.
- 4) It ends when the necessity expires and must be reassessed not later than 72 hours after the request was received.

b. Pre-Coordinated Agreements. Separate agreements may be developed for additional support that does not meet Immediate Response Authority criteria. Examples are Equipment, Services, and Support. Pre-Coordinated Agreements include the following:

- 1) Memorandums of Agreement.
- 2) Intergovernmental Support Agreements.

3) Leases.

4) Contracts

8. Request Procedures. All initial requests for mutual aid will flow through E911 centers. During extended operations and once agency/installation/jurisdiction Emergency Operations Centers (EOC) are activated, information, reporting, requesting, etc., may be rerouted to appropriate staff within the EOC. During these extended operations with more structured Incident Command Posts and EOCs functioning, the Incident Commander or Operations Officer will redirect supporting agencies to the appropriate Points of Contact (POCs) within the EOCs. During a mutual aid request, the authorized requestor should provide the following information to the applicable E- 911 Center when requesting mutual aid assistance: (5Ws)

a. MUTUAL AID REQUEST FORMAT - Information required to support this type of request:

1) WHO is the requesting agency? Name, Phone Number, and Agency of requesting official.

2) WHAT specific type of asset is being requested? The amount and type of personnel, services, specialized equipment, or vehicles requested.

3) WHEN time and date asset is needed? Date and Time assets are requested.

4) WHERE does the asset need to be deployed to? A specific location to which the command and control, personnel, specialized equipment, or vehicles are to be dispatched. This location can be an address, intersection, or coordinates.

5) WHY is the asset required? Are local and regional assets depleted or no assets of the type needed are available?

b. DEPLOYMENT / INTEGRATION / RELEASE

1) DEPLOYMENT/DISPATCH - Upon official mutual aid request, *if available*, the responding participating agency shall dispatch command and control, personnel, specialized equipment, or vehicles to any point within the area for which the requesting participating agency normally provides services. If the responding participating agency is not able to dispatch the applicable resources, then its E-911 center will notify the Incident Commander, or a member of the Incident Commander's General Staff, to expedite the dispatch of secondary resources.

2) ARRIVAL - The responding agency's senior officer will report to the Incident Commander or Accountability Officer and will be subject to the Incident Commander's orders. If a DoD-owned or operated aircraft, or a military aircraft of any foreign nation

crashes within the participating jurisdiction where they normally provide emergency services, the Fort Benning Fire Chief, any Fort Benning Executive Fire Officer, or the first on-scene Fort Benning senior fire officer may assume Incident Command upon arrival at the scene of the aircraft crash.

3) TASKINGS - The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will determine the mission requirements and match the responding agencies resources for the operational plan of the incident.

4) IC IN-BRIEF - The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will provide the participating agency's senior officer with give complete details of the mission and any other information or intelligence as deemed necessary. Communications procedures will also be established during the IC In-Brief.

5) HAZMAT - Any hazardous materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. When the properties of a released material are not known and all technical resources available have been used, the material will be considered hazardous until stated otherwise by the Incident Commander or the Operations Officer. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting mutual aid agency.

6) INCIDENT TERMINATION - Upon incident termination, when the responding participating agencies', services are no longer required, or when their services are required within their own emergency services areas of responsibility, the Incident Commander will release the responding participating agencies.

9. Termination. Any party to this Agreement may terminate its participation in the Agreement at any time by providing all signatories to the Agreement thirty (30) days written notice.

10. Other Mutual Aid Agreements. This Agreement shall supersede all agreements related to the same subject matter, written or verbal, between the parties.

11. Entirety. This Agreement constitutes the entire understanding of the parties and shall not be modified, amended, or altered except by a writing signed by all parties.

12. Term. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for two (2) years from that date. The Fort Benning Garrison Commander must annually review this agreement for financial feasibility. The agreement in its entirety must be reviewed and updated every two years by the parties, in accordance with Army Regulation 420-1.

13. Expending Funds. Each party that performs services or furnished aid pursuant to this agreement shall do so with funds available to that Party. No Party shall have any

liability for the failure to expend funds to provide aid hereunder. Further, nothing in this agreement shall obligate U.S. Army Garrison-Fort Benning to obligate appropriated funds in violation of the Anti-Deficiency Act 31 U.S.C. §§ 1341-1351.

14. Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

15. Warranty. The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to the Agreement.

16. Effective Date and Parties. This All Hazard – All Emergency Mutual Aid Assistance Agreement (Agreement) is made and entered into this DD day of MM YYYY, between the Secretary of the Army acting by and through the Commander, Fort Benning Garrison, Georgia and the below participating jurisdictions. The authority to enter into this Agreement is set forth pursuant to the authority in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance*, Department of Defense Instruction 6055.06 *DoD Fire and Emergency Services Program* and Army Regulation 420-1 *Army Facilities Management*, Chapter 25.

Staffing and Coordination.

Dawson County Clerk

POC: Kristen Cloud
kcloud@dawsoncountyga.gov
25 Justice Way, Suite 2235
Dawson County, GA 30534
(706) 344-3501

Dawson County Sheriff

POC: Sheriff Jeff Johnson
johnson@dawsoncountysheriff.org
Enforcement Center
19 Tucker Ave.
Dawson County, GA 30534
(706) 344-3535, ext.20051

Fannin County Sheriff Office

POC: Sheriff Dane Kirby
dkirby@fannincountyga.org
645 W. First Street,
Blue Ridge, GA 30513
(706) 632-2044

Fannin County Fire

Fire Chief: Larry Thomas
lthomas@fannincountyga.org Law
20 Station Ridge
Blue Ridge, GA 30513
(706) 632-4711

Dawson County Fire

POC: Fire Chief/EMA Director
tleist@dawsoncountyga.gov
393 Memory Lane
Dawson County, GA 30534
(706) 344-3500 ext.44504
Troy Leist

Fannin County EMA

POC: Robert Graham
rgraham@fannincountyga.org
20 Station Ridge
Blue Ridge, GA 30513
(706) 632-1958

Fannin County Commissioner

POC: Chairman Jamie Hensley
jhensley@fannincountyga.org
(706) 632-2203

Gilmer County Sheriff

POC: Stacy L. Nicholson
sheriffnicholson@ellijay.com
1 Broad Street, suite 103,
Ellijay, GA 30513
(706) 635-4162

Hall County Commissioner

POC: Chairman Richard Higgins
rhiggins@hallcounty.org
2875 Browns Bridge Rd
Gainesville, GA 30503
(770) 535-8288

Hall County EMA Director

POC: Zach Brackett
zbrackett@hallcounty.org
470 Crescent Drive
PO Box 907730
Gainesville, GA 30501
(770) 531-3132

Gilmer County Commissioner

POC: Chairman Charlie Paris
cparis@gilmercounty-ga.gov
1 Broad Street, Suite 103,
Ellijay, GA 30540
(706) 635-4361

Gilmer Public Safety Director

POC: Keith Kucera
kkucera@gilmercounty-ga.gov
325 Howard Simmons Road
Ellijay, GA 30540
(706) 635-1333

Gilmer County Fire

POC: Chief Daniel Kauffman
dkauffman@gilmercounty-ga.gov
(706) 635-1334

Lumpkin County Sheriff

POC: Sheriff Stacy M. Jarrard
stacy.jarrard@lumpkincounty.gov
385 East Main Street
Dahlonega, GA 30533
(706) 482-2623

Lumpkin County Fire

POC: David Wimpy
david.wimpy@lumpkincounty.gov
57 Pinetree Way
Dahlonega, GA 30533
(706) 864-3030

Union County Commissioner

POC: Chairman Lamar Paris
commissioner@uniongov.com
65 Courthouse Street, Suite 1
Blairsville, GA 30512
(706) 439-6000

Hall County Sheriff

POC: Sheriff Gerald Couch
sheriff@hallcounty.org
2859 Browns Bridge Road
Gainesville, GA 30504
(770) 531-6900

Union County Fire

POC: Chief R. David Dyer
ucfd@uniongov.com
507 Shoe Factory Rd
Blairsville, GA 30512

Lumpkin County Commissioner

Chairman Chris Dockery
Chris.dockery@lumpkincounty.gov
Courthouse Hill
Dahlonega, GA 30533
(706) 864-3742

White County Public Safety Director

POC: David Murphy
dmurphy@whitecounty.net
1241 Helen Highway, Suite 100
Cleveland, GA 30528
(706) 865-9500

White County Sheriff Training and Certification

POC: Daren Welborn
dwelborn@whitecounty.net
1210 Hulsey Road
Cleveland, GA 30528
(706) 865-5177

Union County Sheriff

POC: Sheriff Mack Mason
sheriffmason@unioncountysoga.org
378 Beasley Street
Blairsville, GA 30512
(706) 439-6066

White County Commissioner POC:

POC: Chairman Travis Turner
travis.turner@whitecounty.net
1235 Helen Way
Cleveland, GA 30528
(706) 865-2235

White County Fire

POC: Chief Michael LeFevre
mlefevre@whitecounty.net
1241 Helen Highway, Suite 100
Cleveland, GA 30528
(706) 865-9500

White County Sheriff

POC: Rick Kelly
rkelley@whitecounty.net
1210 Hulsey Road
Cleveland, GA 30528
(706) 865-5177

1. Signatures.

"By its signature on this Agreement, Fort Benning acknowledges its role in the accomplishment of the Agreement's objectives. However, nothing in this Agreement abrogates existing law and regulation regarding Fort Benning's ability to accomplish the same or its potential liability should it be able to do so. By their signatures, the participating jurisdictions acknowledge that certain limitations/requirements may exist under current law and regulation which affect Fort Benning's participation."

IN WITNESS WHEREOF, the participating jurisdictions hereto have executed this Agreement on the day, month and year written indicated.

COL Colin P. Mahle
Commander
U.S. Army Garrison,
Fort Benning, GA

(Date)

LTC Christopher Green
Commander 5th RTB
Dahlonega, GA

(Date)

Billy Thurmond, Chairman
Dawson County, GA

(Date)

Troy Leist, Fire Chief/EMA Director
Dawson County, GA

(Date)

Kristen Cloud, Clerk
Dawson County, GA

(Date)

Sheriff Jeff Johnson
Sheriff, Dawson County, GA

(Date)

Robert Graham, EMA Director
Fannin County, GA

(Date)

Larry Thomas,
Fire Chief/Deputy
Fannin County, GA

(Date)

Sheriff Dane Kirby
Sheriff
Fannin County, GA

(Date)

Jamie Hensley, Chairman
Fannin Board of Commissioners
Fannin County, GA

(Date)

Charlie Paris, Chairman
Gilmer Board of Commissioners
Director Ellijay, GA

(Date)

Keith Kucera
Gilmer County, Public Safety
Ellijay, GA

(Date)

Daniel Kauffman, Fire Chief
Gilmer County, GA

(Date)

Sheriff Stacy L. Nicholson
Sheriff, Gilmer County, GA

(Date)

Zach Brackett, EMA Director
Hall County, GA

(Date)

Chris Armstrong, Fire Chief
Hall County, GA

(Date)

Richard Higgins, Chairman
Hall County Board of Commissioners
Hall County, GA

(Date)

Chris Dockery, Chairman
Board of Commissioners
Lumpkin County, GA

(Date)

Sheriff Gerald Couch
Sheriff, Hall County, GA

(Date)

Fire Chief David Wimpy
Lumpkin County EMA Director

(Date)

Sheriff Stacy M. Jarrard
Lumpkin County, Commission, GA
Lumpkin County, GA

(Date)

Lamar Paris, Sole Commissioner
Union County, GA

(Date)

Sheriff Mack Mason
Sheriff, Union County, GA

(Date)

Michael LeFevre, Division Fire Chief
White County, GA

(Date)

Mike Renshaw, County Manager
White County, GA

(Date)

Fire Chief R. David Dyer
Union, County, GA

(Date)

Travis Turner, Chairman
Board of Commissioners
White County, GA

(Date)

David Murphy, Public Safety Director
White County, GA

(Date)

Rick Kelly, Sheriff
White County, GA

(Date)

ANNEX A (Notification Procedures)

All participating jurisdictions shall follow the individual city, department, commission, and organization notification/contact below procedures for requesting assistance as listed

Dawson County, GA	Sheriff Office	(706) 344-3535 Ext. 20051
Dawson County, GA	E-911Center	(706) 344-3636
Fannin County, GA	Sheriff Office	(706) 632-2044
Fannin County, GA	E-911 Center	(706) 632-6022 (706) 632-8984
Fort Benning Military Installation	E-911 Center	(706) 545-2222
	MP Desk	(706) 545-5222
Gilmer County, GA	Sheriff Office	(706) 635-4162 (706) 635-5775
Gilmer County, GA	E-911Center	(706) 635-8911
Hall County, GA	Sheriff Office	(770) 531-6900
Hall County, GA	E-911Center	(770) 536-8812
Lumpkin County, GA	Sheriff Office	(706) 864-0414
Lumpkin County, GA	E-911 Center	(706) 864-3633
Union County, GA	Sheriff Office	(706) 439-6068
Union County, GA	E-911Center	(706) 439-6038
White County, GA	Sheriff Office	(706) 865-6370
White County, GA	E-911 center	(706) 865-0911

ANNEX B (Interoperable Communications)

1. Incident Commanders will designate a Communications Officer who will be responsible for ensuring that each responding agency has access to reliable communications with the Incident Command Post. This procedure may be accomplished through existing local resources or may be supplemented by responding agencies or other resources available through state and regional agreements.
2. Agencies / Jurisdictions participating in this Mutual Aid Agreement will task their appropriate communications personnel to contact agencies / jurisdictions that they expect to work with to plan, test, and exercise interoperability via Land Mobile Radios, Computer Aided Dispatch, and E911 center systems.
3. Key Points of Contact Rosters. Annex A of this agreement will be updated annually to ensure all agencies have accurate phone numbers to coordinate with one another.

ANNEX C

(Fire Resources and Coordination)

Fire and Emergency Service personnel and equipment support for mutual aid response zones should be coordinated between Fire Chiefs in advance of need. Discussions between agencies and templated plans for needed support based on known Fire Response Zones where mutual aid is likely and needed should be developed. This Agreement encourages this prior planning, joint training, and opportunities to exercise to ensure effective operations.

Types of Fire Support:

1. Command and Control Response (Personnel, Mobile Incident Command Post, or Mobile Incident Command Trailer)
2. Structural Fire Suppression/Aerial Response
 - a. Breathing apparatus resupply
 - b. Mobile water resupply
3. Aircraft Crash Rescue/Fire Suppression Response
4. Fire and Emergency Services Medical Response; Emergency Medical Services Technician Level
5. Ambulance Emergency Medical Services Response
 - a. Emergency Medical Services Paramedic Level
6. Technical Rescue Response
 - a. Structural Collapse
 - b. Trench Collapse Rescue
 - c. Vehicle/Machinery Rescue
 - d. Confined Space Rescue
 - e. High/Low Angle Rescue
 - f. Water Rescue Response
 - 1) Shore Water Rescue

2) Surface Water Rescue

3) Swift Water Rescue

7. Hazardous Materials Response

a. Awareness Level

b. Operations Level (Containment/Decontamination)

c. Technician Level (Confinement)

8. Weapons of Mass Destruction Responses

a. Awareness Level

b. Operations Level (Containment/Decontamination)

c. Technician Level (Confinement)

ANNEX D

(Police/Security Resources and Coordination)

1. Law Enforcement Equipment: DoD equipment can be provided to Civilian Law Enforcement Agencies (CLEAs) through lease agreements. Approvals vary depending on the purpose of the request: whether it is for responses to civil disturbances or for other purposes.

a. Civil disturbance: All emergency support to civilian authorities during civil disturbances must be approved by the Secretary of Defense (SECDEF).

b. Other purposes not including arms, munitions: Equipment requested for more than 180 days must be approved through the Office of the Deputy Chief of Staff of the Army and requests for less than 180 days may be approved by the Fort Benning Installation Commander. Lease agreements – For equipment, lease agreements must be established IAW AR 700-131 paragraph 2-9. These agreements are generally pre-coordinated due to the nature of the documentation and approvals. Reimbursement – Agencies must reimburse for all costs related to the lease as outlined in AR 700-131 chapter 5. Reimbursement provisions must be part of the written lease agreement. AR 700-131 para. 5-1 a.(2). See *also* 10 U.S.C. § 277.

2. Law Enforcement Personnel Support:

a. Military to Off-Post - Generally, use of Military Police (MP) and Department of the Army Civilian Police (DACP) off-post is prohibited by law (Posse Comitatus Act 18 U.S.C. § 1385). The purpose of the act – in concert with the Insurrection Act of 1807 – is to limit the powers of the federal government in using federal military personnel to enforce domestic policies within the United States.

b. Off-Post to Military - Pursuant to Title 10, section 2672(g) - Protection of buildings, grounds, property, and persons, the SECDEF may utilize the law enforcement resources of state and local authorities. This use may be memorialized in a formal agreement. The assistance provided to DoD components is subject to reimbursement. 10 U.S.C. 2672(g)-(h). Separate pre-coordinated agreements should be developed to support these types of arrangements.

3. Types of Law Enforcement Support:

a. **Military Working Dog (MWD) Support** – MWDs are generally available under exigent circumstances where loss of life, limb, or property is likely without additional support. This aid can be rendered when the requesting agency has exhausted internal and regional assets and the MWD asset is releasable without causing undue hardship to the military installations mission and security. MWD handlers may not perform direct contact, nor arrest or question the civilian public. The MWD Team (MWDT) should be isolated from the public as much as can practically be done based on the incident.

Neither the dog handler nor the MWD shall participate directly in law enforcement activities and may only provide support. When providing support to CLEAs, MWDTs will be accompanied by a representative from the requesting agency. There is a separate standing agreement for MWD support. If agencies intend to participate in this program, they should enter into this separate pre-coordinated agreement. Reference - IAW DoDI 3025.21 Enclosure 3, paragraph 1.d. See *a/so* DoDD 5200.31E, paragraph 4.f.

b. Transportation of apprehended suspects and prisoners - Upon notification and verification through the Georgia Crime Information Center/National Crime Information Center (GCIC/NCIC) of an active warrant, the law enforcement agency that entered the information (and verified the information) through the GCIC/NCIC will coordinate with the MP Desk Sergeant or Civil Liaison Officer for transfer of custody.

c. Information Sharing Concerning Service Members - The Fort Benning Military Police (MP) Desk Sergeant (706) 545-5223/5224 will be notified of off-post incidents involving Service Members, DoD Civilians and their family members as subjects, victims, or suspects of a crime in a timely manner that does not impede the investigative process. Military Commanders' interest may necessitate initial contact from the MP Desk to the arresting agency for an initial report; Commanders' interest is driven by unit readiness for conducting operations and training for mission execution. Upon notification of an actual or suspected incident of Domestic Violence or abuse occurring off the installation involving a Service Member, the MP Desk Sergeant will contact Family Advocacy Program/Behavioral Health (FAP/BH). Additionally, the Desk Sergeant will obtain a copy of the Civil Arrest/Incident report for generation of a Law Enforcement Report (LER) or Raw Data File (RDF) IAW the above procedures. The Civil Liaison Officer (706) 545-8480 will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, if not already received by the MP Desk Sergeant.

d. Sharing Law Enforcement Reports - Procedures for transmitting incident and investigation reports and other LE information involving active-duty Service members from local civilian LE agencies to the installation LE office. LE information/incident reports can be sent to the MP Desk Sergeant via Fax at (706) 545-6670. Access to military records needed by a civilian Law Enforcement agency for investigation or prosecution of cases will be made available by the MP Administration Office IAW all applicable laws and regulation. Requests for records should be made through the Police Records Supervisor at (706) 545-2368, who in turn will arrange for the release of the necessary information.

e. Military Police Reporting Procedures -

1) MP Desk will receive the report from on and off-post sources and will implement proper notification procedures.

2) MP Desk will immediately make a journal entry of the report received.

3) Upon receipt of the written police report, the MP Desk will make a blotter report of the incident.

4) When telephonic notification from a civilian Law Enforcement agency is received, the Civil Liaison will follow up with the civilian Law Enforcement agency to obtain a copy of the initial report.

5) Blotter reports will be followed up by the Department of the Army Form (DA Form) 4833, the Commander's Report of Disciplinary or Administrative Action, which will then be sent directly to the company commander of the military service member.

6) Upon adjudication through civilian courts, the commander will complete DA Form 4833 and return a copy of the report to the Fort Benning Police Records Office. This report will cite all actions taken against or in favor of the military service member and/or family member involved in the off-post incident.

7) Request prior notification of release from civilian custody in order to coordinate whether pick up by Fort Benning Police or release on individual's own recognizance depending on the severity of the offense.

f. **Sex Offender Registry** - Notification of when a Soldier is required to register as a sex offender either through military judicial proceedings or civilian judicial proceedings.

g. **Civilian Protection Orders (CPO)** - Procedures for transmitting CPOs issued by civilian courts or magistrates involving active-duty Service members from local LE agencies to the installation LE office. The Civil Liaison Officer will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, to include designation of the title of the local LE agency recipient of domestic violence and CPO information from the installation LE agency and sharing of information and facilities during the course of an investigation IAW 5 USC 552a (b)(7) (The Privacy Act of 1974).

h. **Military Protective Order** - Procedures for transmitting the Department of Defense Form 2873 (Military Protective Order) from the installation LE office to the local civilian LE agency with jurisdiction over the area in which the Service member resides. The Civil Liaison Officer will contact the civilian court that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available.

i. **Access Control Point (ACP) Closure** - Agencies may be requested to assist with the ACP closure during emergency periods or in case of a special event. In the event of a change of the Force Protection level, there may be significant backups at the Main Gate ACP. These events could cause impacts on the local community to include the complete shutdown of some roadways. During these times local jurisdictions may need

to provide Law Enforcement support to assist with traffic control or rerouting of traffic all together. An emergency access location will be established for local support based on the incident location at the time of the incident.

ANNEX E

(References)

1. Title 42 United States Code (U.S.C.) The Public Health and Welfare, Section 1856 – Reciprocal Fire Protection Agreements for the Protection of United States Property
2. Title 10 U.S.C. Armed Forces, Section 2672 – Use of military equipment and facilities
3. Title 10, U.S.C. Chapter 15 – Military Support for Civilian Law Enforcement Agencies
4. Title 10 U.S.C. 2679 – Installation-support services: Intergovernmental Support Agreements
5. Title 15 U.S.C. 2210 – Reimbursement for costs of firefighting on Federal property
6. Title 18 U.S.C. 1385 – Use of Army and Air Force as posse comitatus
7. Title 31 U.S.C. Chapter 65 – Intergovernmental Cooperation
8. Title 42 U.S.C. Chapter 15A – Reciprocal Fire Protection Agreements
9. Department of Defense Instruction (DoDI) 4000.19, Interservice and Intragovernmental Support
10. DoDI 6055.06, DoD Fire and Emergency Services Program
11. DoDI 6055.17, DoD Emergency Management (EM) Program
12. DoDI 7000.14R, Financial Management Regulations
13. Department of Defense Directive (DoDD) 3025.18, Defense Support of Civil Authorities
14. DoDD 3025.21, Defense Support of Civilian Law Enforcement Agencies
15. DoDD 4500.09E, Transportation and Traffic Management
16. DoDD 5200.31E, DoD Military Working Dog (MWD) Program
17. DoDD 5525.21, Protection of Buildings, Grounds, Property, and Persons and Implementation of Section 2672 of Title 10, United States Code
18. Army Regulation (AR) 5-9, Installation Agreements
19. AR 190-12, Military Working Dogs

20. AR 190-45, Army Law Enforcement Reporting
21. AR 420-1, Facilities Management, Chapter 25, Fire and Emergency Services
22. AR 525-27, Army Emergency Management Program
23. AR 700-131, Loan, Lease, and Donation of Army Materiel
24. National Fire Protection Association 1561: Standard on Emergency Services Incident Management System and Command Safety
25. Georgia Emergency Management Agency – Homeland Security Statewide Mutual Assistance Agreement

ADDENDUM

TO

THE MEMORANDUM OF AGREEMENT BETWEEN U.S. ARMY GARRISON, FORT BENNING AND DAWSON COUNTY, FANNIN COUNTY, GILMER COUNTY, HALL COUNTY, LUMPKIN COUNTY, UNION COUNTY, WHITE COUNTY

1. The intent of the addendum is to establish an automatic aid agreement in addition to the above Memorandum of Agreement between U.S. Army Garrison, Fort Benning – Camp Merrill District, GA and the Lumpkin County Fire Department, Dahlonega, GA, regarding fire prevention and firefighting services.

2. Agreements and Responsibilities:

a. Camp Frank D. Merrill Fire Department (CMFD) and Lumpkin County Fire Department (LCFD) mutually agree to an automatic aid response to all calls on and/or near Camp Wahsega Road and within an 8-mile radius to include Porter Village of the main camp. Lumpkin County 911 will tone out CMFD along with LCFD (Medics) automatically for any call for service.

b. On request to a representative of the Camp Frank D. Merrill Fire Department by an authorized representative of the Lumpkin County Fire Department, firefighting equipment and personnel of the Camp Frank D. Merrill Fire Department will be dispatched, when available, to any point within the area for which the Lumpkin County Fire Department normally provides fire protection as designated by the representative of the Lumpkin County Fire Department.

c. On request to a representative of the Lumpkin County Fire Department by a representative of the Camp Frank D. Merrill Fire Department, firefighting equipment and personnel of the Lumpkin County Fire Department will be dispatched, when available, to any point within the firefighting jurisdiction of the Camp Frank D. Merrill Fire Department.

d. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

e. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions: The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

1) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the

responding organization is needed within the area for which it normally provides fire protection.

2) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Lumpkin County Fire Department normally provides fire protection, the Chief of the Camp Frank D. Merrill Fire Department or his representative may assume full command upon arrival at the scene of the crash.

3) Both parties agree to implement the National Incident Management System during all emergency responses on and off Camp Frank D. Merrill in accordance with Homeland Security Presidential Directive (HSPD)-5.

4) Incident Safety Officer (ISO). ISO responsibilities shall be accomplished at all incidents and during training evolutions involving fire. When responding off Camp Frank D. Merrill, the senior fire officer will appoint an ISO to observe Army operations if the ISO is not already appointed by the Incident Commander (IC). If unsafe conditions are observed or encounter by Camp Frank D. Merrill Fire Department personnel, the ISO will mitigate the condition and inform the IC. Camp Frank D. Merrill Fire Department Firefighters that respond off-base will include on individual with the Department of Defense Certification of Fire Officer 1.

f. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury, or death occurring as a consequence of the performance of this agreement, except those as stated in paragraph 6(f) of this agreement. This agreement does not prohibit claims authorized under 15 U.S.C. 2210.

g. The Fire Chief Officer and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills/training.

h. The technical heads of the fire department of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

i. All equipment used by the Lumpkin County Fire Department in carrying out this agreement will be owned by the Lumpkin County Fire Department; and all personnel acting for the Lumpkin County Fire Department under this agreement will be an employee of the Lumpkin County Fire Department.

j. This agreement shall become effective upon the date hereof and remain in full force

and effect until canceled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty days' notice of said cancellation.

k. The obligation of the United States Army under this agreement are contingent upon and subject to the availability of appropriated funds for the purposes herein specified.

DAVID WIMPY
EMA, EMS Director/Fire Chief
Lumpkin County Fire Department
Dahlonega, GA

(Date)

COL COLIN P. MAHLE
Commander
U.S. Army Garrison
Fort Benning, GA

(Date)

TIMOTHY SEIGAL
Fire Chief
Fort Benning Fire Department
Fort Benning, GA

(Date)

KEVIN CLARKE JR.
Director
Fort Benning, Directorate of Emergency Services
Fort Benning GA

(Date)



Lumpkin County, Georgia

Special Projects

Date:

April 18, 2023

Agenda Item:

2023-041 2023 GDOT LMIG Grant (*Special Projects Manager Charles Trammell*)
Ratify

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20²³ SAP
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: April 7, 2023

Name of local government: Lumpkin County

Address: 99 Courthouse Hill, Suite H

Contact Person and Title: Charles Trammell, Special Projects Manager

Contact Person's Phone Number: 706-300-6444

Contact Person's Fax Number: _____

Contact Person's Email: charles.trammell@lumpkincounty.gov

Is the Priority List attached? Yes

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Chris Dockery (Name), the Chairman Board of Commissioners (Title), on behalf of Lumpkin County (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20²³ SAP**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department's Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

 (Signature)
Chris Dockery (Print)

Mayor / Commission Chairperson

4/7/23 (Date)

LOCAL GOVERNMENT SEAL:



126741

E-Verify Number

Sworn to and subscribed before me,

This 7 day of April, 2023

In the presence of:

NOTARY PUBLIC

My Commission Expires:

NOTARY SEAL:





Lumpkin County, Georgia

Special Projects

Date:	April 18, 2023
Agenda Item:	Renaming of Aquatic Center Road (Road off of Pinetree Way) (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Consideration by the Board to rename the loop road off of Pinetree Way now that the project scope has changed.
Facts & Historical Information:	On March 16, 2021 the Board of Commissioners named the southern portion of the road looping the site of the new recreation center, Aquatic Center Road. Since the naming of the road, the facility that was to be located on the site has changed. The facility is no longer an aquatic center. It is now a recreation center that includes an outdoor pool, water slides, lazy river and outdoor pickleball courts. As the new project moves forward an address for the new facility needs to be established. Staff is asking the Board if they would like to consider changing the name of the road from Aquatic Center Rd now that the project has changed. Possible names to facilitate discussion: Pinetree Spur Pinetree Loop Pinetree Circle Recreation Loop Lazy River Loop Waterpark Way Waterslide Way Community Court
Potential Courses Of Action:	A) Rename Aquatic Center Road (Road off of Pinetree Way) Pinetree Circle B) Do not rename the road. Leave the road named Aquatic Center Road
Budget Impact:	There is no impact to the budget
Staff Recommendation:	Rename the road off of Pine Tree Way



Lumpkin County, Georgia

Special Projects

Date:	April 18, 2023
Agenda Item:	Request for Approval of Animal Shelter Repairs (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Request for approval to move forward with Animal Shelter Repairs.
Facts & Historical Information:	On January 17, 2023 the Board of Commissioners approved the 2023 Work Plan for the 2014 SPLOST program which included \$200,000 for repairs to the Animal Shelter. Repairs to the shelter had been postponed in preparation of a new facility being built. As that project has been delayed repairs to the existing facility need to be made. The roof of both the shelter and main kennel need to be replaced as there are numerous nail pops, exposed felt and sagging of the deck on the shelter. The crawl space of the shelter also has excessive water intrusion which has resulted in damage to the insulation, flooring, and HVAC system. The foundation/ CMU block is cracked and will need repair. The fencing of kennels 1 and 2 also needs repair and the front and side porches need replacing. These repairs need to be made to ensure a safe working environment for the staff and to ensure the safety of the animals housed at the facility.
Potential Courses Of Action:	A) Approve the repairs to the Animal Shelter B) Do not approve the repairs to the Animal Shelter
Budget Impact:	Funds for this project were allotted from the 2014 SPLOST Program
Staff Recommendation:	Approve the repairs to the Animal Shelter



Photo 1

The shingle roof to be included in the scope of work. The existing has failed and will be removed/replaced.



Photo 2

The shingle roof to be included in the scope of work. The existing has failed and will be removed/replaced.



Photo 3

The shingle roof to be included in the scope of work. The existing has failed and will be removed/replaced.



Photo 4

An overview of the outside crawlspace CMU block.



Photo 5

Standing ground water outside the building.



Photo 6

Standing ground water outside the building.



Photo 7

Standing water in the crawlspace.



Photo 8

Standing water in the crawlspace. Damaged insulation and underside flooring damage due to moisture.



Photo 9



Photo 10

Standing water in the crawlspace.



Photo 11

Damaged insulation and underside flooring damage due to moisture.



Photo 12

Damaged insulation and underside flooring damage due to moisture.



Photo 13



Photo 14

Damaged insulation and underside flooring damage due to moisture.



Photo 15

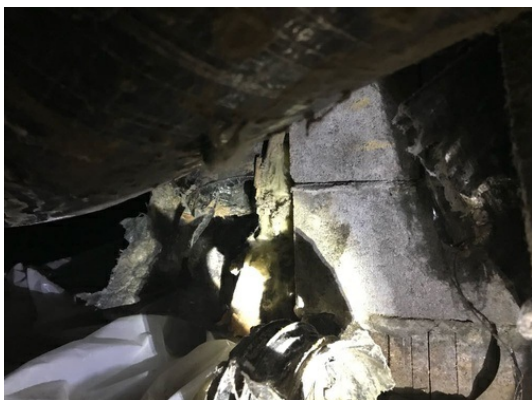


Photo 16



Photo 17



Photo 18



Photo 19



Photo 20



Photo 21

Damaged insulation and underside flooring damage due to moisture.



Photo 22



Photo 23



Photo 24

Damaged insulation and underside flooring damage due to moisture.



Photo 25



Photo 26

