



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

March 21, 2023
5:30 PM

- **CALL TO ORDER**
- **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*)
- **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 COMMENT (Agenda Specific)**
 - **ADJOURNMENT**



Proclamation

Child Abuse Prevention Month

***WHEREAS**, more than 10,000 children were in foster care and more than 134,000 children required the need of child protective services last year in Georgia; and*

***WHEREAS**, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone. Exposure to childhood trauma has a powerful adverse effect on life-long physical and mental health and is recognized nationally as a major public health issue; and*

***WHEREAS**, all children have a right to a safe home – a place that provides each child with an opportunity to thrive, learn, and grow in an environment that fosters healthy development; and*

***WHEREAS**, communities that provide parents with the social support, knowledge of parenting and child development, and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and*

***WHEREAS**, child abuse can be prevented when all citizens become aware of the importance of supporting community leaders and parents to raise their children in a safe, nurturing environment. Consistent, early, and effective prevention strategies have been proven to save lives, protect resources, and strengthen and preserve Georgia's families by ending cycles of abuse and neglect.*

***NOW THEREFORE, BE IT RESOLVED** that the Lumpkin County Board of Commissioners hereby proclaim April, 2023 as **Child Abuse Prevention Month**, and urge all citizens to recognize this month by dedicating themselves to improving the quality of life for all children and families.*

***IN WITNESS WHEREOF**, we have set our hand and caused the seal of Lumpkin County to be affixed this 21st day of March, 2023.*

Lumpkin County, Georgia

*Chris Dockery, Chairman
Lumpkin County Board of Commissioners*

Attest:

Melissa Witcher, County Clerk



Lumpkin County, Georgia

County Clerk

Date: March 21, 2023

Agenda Item: Board of Commissioners - Work Session - February 7, 2023 4:00 p.m.

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:



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- **CALL TO ORDER**
- **PRESENTATIONS**
 1. Avita Community Partners Presentation - *Cindy Levi*
 2. TWS Insurance Update
 3. Recognition of 2022 Employees of the Year ***Regular Meeting***
- **PROCLAMATIONS**
 4. FBLA Week Proclamation
- **MINUTES**
 5. Board of Commissioners - Work Session - January 3, 2023 4:00 p.m.
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 12. 2023-07 February Surplus Property (*Finance Director Abby Branan*)
 13. 2023-08 Request Local Action to Increase Hotel Motel Tax (*County Attorney Joy Edelberg*)
 14. 2023-09 Appoint Member to Veterans Affairs Committee - *John Howerton to Seat 6, with a term expiring 04/14/2027.*
 15. 2023-10 Multi-Bank Securities, Inc. (*Finance Director Abby Branan*)
- **CONTRACTS/AGREEMENTS**
 16. 2023-007 Consideration of Renewal of State Properties Commission Lease - Technical College System of GA - Adult Learning Center (*Special Projects Director Ashley Peck*)

17. 2023-008 Mark Robinson Hauling, Inc. - Recycling & Transfer Station Lease Agreement (*Special Projects Director Ashley Peck*)
 18. 2023-009 Legacy Link Addendum #1 FY-2023 (*Senior Center Manager Linda Kirkpatrick*)
 19. 2023-010 Loan of Tractor for Display in the Administration Building Lobby (*Special Projects Director Ashley Peck*)
 20. 2023-011 Prepared 911, Text to 911 - Prepared Emergency Communications Service Contract with Invictus Apps, Inc. (*E911 Director Carlton Chester*)
 21. 2023-012 PowerPhone Site License Training Program (*E911 Director Carlton Chester*)
 22. 2023-013 Off System Safety Project Memorandum of Understanding (MOU) (*Special Projects Manager Charles Trammell*)
 23. 2023-014 2023 LMIG Asphalt Resurfacing Bid Award (*Special Projects Manager Charles Trammell*)
 24. 2023-015 CorrectHealth Contract Renewal (*Sheriff Stacy Jarrard*)
- **OTHER ITEMS**
 25. 2014 SPLOST 2023 Work Plan Amendment (*Finance Director Abby Branan*)
 26. 2020 SPLOST 2023 Work Plan (*Finance Director Abby Branan*)
 27. 2019 TSPLOST 2023 Work Plan Amendment (*Finance Director Abby Branan*)
 28. Recycling & Transfer Station Timeline (*Special Projects Director Ashley Peck*)
 29. Request to Dispose of County Owned ROW (*County Attorney Joy Edelberg*)
 30. LCWSA Application for GEFA Loan - Update (*W&S Authority Director Sean Phipps*)
 - **COUNTY MANAGER**
 - **COUNTY ATTORNEY**
 - **COMMISSIONERS**
 - **PUBLIC COMMENT (Agenda Specific)**
 - **EXECUTIVE SESSION - Personnel & Litigation**
 - **ADJOURNMENT**

LUMPKIN COUNTY Board of Commissioners

Work Session Minutes
Commissioners Boardroom
99 Courthouse Hill
Dahlonega, GA 30533



February 7, 2023
4:00 PM

CALL TO ORDER

Chairman Dockery called the meeting 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. Avita Community Partners Presentation - Cindy Levi

This is Avita's annual report to the Board of Commissioners.

Chairman Dockery said mental health services are a critical issue nationwide.

2. TWS Insurance Update

3. Recognition of 2022 Employees of the Year *Regular Meeting*

PROCLAMATIONS

4. FBLA Week Proclamation

MINUTES

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11. 2023-06 Create and Appoint Members to Recycling & Litter Committee (County Manager Alan Ours)
Lumpkin County's recycling program has become stagnant and needs to be revised and upgraded.

12. 2023-07 February Surplus Property (Finance Director Abby Branan)
Consideration of list of County inventory items to be declared surplus.

13. 2023-08 Request Local Action to Increase Hotel Motel Tax (County Attorney Joy Edelberg)

14. 2023-09 Appoint Member to Veterans Affairs Committee - John Howerton to Seat 6, with a term expiring 4/14/2027

15. 2023-10 Multi-Bank Securities, Inc. (Finance Director Abby Branan)
Consideration of a Resolution for investing with Multi-Bank Securities, Inc.

CONTRACTS/AGREEMENTS

16. 2023-007 Consideration of Renewal of State Properties Commission Lease – Technical College System of GA - Adult Learning Center (Special Projects Director Ashley Peck)
Consideration of Renewal of State Properties Commission Lease - Technical College System of GA - Adult Learning Center

17. 2023-008 Mark Robinson Hauling, Inc. - Recycling & Transfer Station Lease Agreement (Special Projects Director Ashley Peck)
Amendment to contract with Mark Robinson Hauling for the operation and management of the Lumpkin County Solid Waste Transfer Station and the County's Recycling Program.

Commissioner Stringer mentioned a discussion he had with Mr. Robinson regarding the Transfer Station. Chairman Dockery said if Mr. Robinson wants to increase his prices, he will have to clean up the Transfer Station before the Recycling Committee decides the direction for the County's trash and recycling. He asked if we could add it to the Regular Meeting agenda as a separate item from the contract.

County Attorney Joy Edelberg informed the Commissioners that since the fee is included in the current contract, the BOC would have to approve a change as a contract amendment. The fee is set in the contract. The Chairman asked if staff could create a standard and then send it to the BOC for evaluation. We can renew the contract as-is, he suggested, but we could inform him of certain requirements he needs to meet if he wants to increase fees.

18. 2023-009 Legacy Link Addendum #1 FY-2023 (Senior Center Manager Linda Kirkpatrick)
This is a request to amend the contract that Lumpkin County Board of Commissioners entered into with Legacy Link, Inc. (Contract #2022-020-A-S approved on August 15, 2022) for the Lumpkin County Senior Center to provide nutrition and wellness services, nutrition screening and support services for senior adults in Lumpkin County.

19. 2023-010 Loan of Tractor for Display in the Administration Building Lobby (Special Projects Director Ashley Peck)
Loan of Tractor for Display in the Administration Building Lobby

20. 2023-011 Prepared 911, Text to 911 - Prepared Emergency Communications Service Contract with Invictus Apps, Inc. (E911 Director Carlton Chester)
This is a new service recently made available through Rapid SOS, our call locating system, that will allow us to receive text messages, photos, and video from cell phones.

Commissioner Stringer asked if the E-911 Director could look into having the rate adjusted, since the contract was written to begin in January, but we are already in February.

21. 2023-012 PowerPhone Site License Training Program (E911 Director Carlton Chester)
This is a new program recently made available through our power phone software where we currently obtain our EMD (emergency medical dispatch) training/recertification.

22. 2023-013 Off System Safety Project Memorandum of Understanding (MOU) (Special Projects Manager Charles Trammell)
Request for BOC approval of a MOU with GDOT on the proposed safety project on Ben Higgins Rd.

23. 2023-014 2023 LMIG Asphalt Resurfacing Bid Award (Special Projects Manager Charles Trammell)
Recommendation to award the LMIG (Local Maintenance and Improvement Grant) Project Bids.

24. 2023-015 CorrectHealth Contract Renewal (Sheriff Stacy Jarrard)
Renewal of the contract for inmate medical services.

Sheriff Jarrard discussed how CorrectHealth has offered to waive the "extraordinary wage clause" invoices from prior to April 1, 2022. They are requesting that the County pay the EWC invoices since April 1, 2022 according to the current contract, but they are proposing to remove the extraordinary wage clause completely in this proposed contract. Finance

Director Abby Branan explained that while they are offering to waive the old invoices, it was the County's stance that we did not owe that. CorrectHealth is disputing that we do owe them, and there are some additional invoices from this contract as well. Ms. Branan has contacted CorrectHealth multiple times over several months to ask the company questions regarding these invoices, but they have not answered her inquiries.

Ms. Branan said they are also proposing an increase to the base compensation since there are no labor variances in the proposed contract. The 2023 budget for inmate care is \$400,000, and the proposed rate is \$3,853 lower than that amount. However, there is also a varying amount required every year for specialty medical care and dentistry. Ms. Branan explained this would mean we will be over-budget if we accept the new contract rate. Commissioner Stringer asked the Finance Director about the current contract compensation, and she explained it is just shy of \$30,000 per month. The current contract also allowed for about \$16,000 in labor, which CorrectHealth has billed us for. Ms. Branan said they have not paid those invoices yet because CorrectHealth would not answer her questions about the invoices.

Chairman Dockery said he thought it was made clear to CorrectHealth that they were supposed to seek confirmation from the County before they proceeded with staff changes that would result in extra labor charges. They are supposed to ask before they use contract nurses, but it sounds like they just sent us a bill. Ms. Branan said their bid was based on the existing staffing model, and it has not changed except for a nurse being on leave during December.

Sheriff Jarrard said he put things into motion verbally. He has begun using some of his own staff to give out medications if a nurse is out, and he has spoken with Chief Wimpy about potentially using someone from EMS as well. The Sheriff said he is hopeful that we can handle it so we will not have to rely on a contract nurse again in the future. As far as specialty healthcare, the Sheriff said he cannot control who comes into custody. Commissioner Mayfield asked why CorrectHealth billed us for the \$16,000. Whether they chose to hire a nurse with more education; that is on them since we did not ask them to do that. Commissioner Moran agreed and said we need a justification. Sheriff Jarrard pointed out that they have agreed to eliminate the \$40,000 in labor invoices from the previous period, but Chairman Dockery said we did not owe that anyway.

Commissioner Stringer said it is concerning that they will not even answer our Finance Director's questions, yet they want to renew a nearly \$400,000 contract. He asked the Sheriff if he would ask CorrectHealth to contact Ms. Branan about the invoices. Sheriff Jarrard said he would try to get them to contact her. He said he has found it difficult to get a straight answer sometimes, and there are a lot of numbers going back and forth. Ms. Branan said she feels an explanation is warranted for the \$16,000 in extra payroll costs, and the Chairman agreed. Commissioner Stringer said they will have two weeks to speak to her before the regular meeting. The Sheriff said CorrectHealth is still preferred by many of the other Sheriffs he has spoken to, and they recently renewed their certification with the Medical Association of Georgia.

OTHER ITEMS

25. 2014 SPLOST 2023 Work Plan Amendment (Finance Director Abby Branan)
Consideration of 2014 SPLOST 2023 Work Plan Amendment

26. 2020 SPLOST 2023 Work Plan (Finance Director Abby Branan)
Request to approve work plan on 2020 SPLOST

27. 2019 TSPLOST 2023 Work Plan Amendment (Finance Director Abby Branan)
Request to amend the work plan on the 2019 TSPLOST

28. Recycling & Transfer Station Timeline (Special Projects Director Ashley Peck)
Transfer Station and Recycling Center

29. Request to Dispose of County Owned ROW (County Attorney Joy Edelberg)
Discussion on selling a portion of GDOT PR-41-1 (187) ROW on Parcel 107 175.

30. LCWSA Application for GEFA Loan - Update (W&S Authority Director Sean Phipps)
LCWSA Staff to update the Lumpkin County Board of Commissioners on the status of a loan application LCWSA submitted to GEFA to secure matching funds for construction of the wastewater treatment plant at Lumpkin County Parkway.

LCWSA Director Sean Phipps said the loan application with GEFA may require the Water & Sewerage Authority to enter into an intergovernmental agreement with the Board of Commissioners. Since GEFA expressed concern with their ability to meet the debt service ratio, an IGA with the County will help the LCWSA to secure the loan. Mr. Phipps explained the deadline to submit further information is March 1st. If the BOC is interested in issuing a letter that they intend to enter into an agreement with the LCWSA, it could help with obtaining the loan.

The Commissioners were in consensus to draft a letter supporting the agreement, and then to vote to send it as part of the application. Mr. Phipps said he will draft the letter and get feedback from GEFA. Chairman Dockery said the BOC can look it over and then vote on it at the regular meeting.

COUNTY MANAGER

The County Manager gave an update on the progress of the new recreation center sitework. The kickoff was in January, but there has been a lot of rain. During site excavation, they confirmed there is rock present that will have to undergo blasting, and then the void will have to be filled with dirt. Mr. Ours said there are also a lot of housekeeping things done during this time with insurance, and he thanked Commissioner Stringer and Alicia Davis for their assistance with that. He also commented that the architect has contracted with the same interior designer who worked on the library. The groundbreaking is projected to occur on March 24.

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Mayfield said Senator Gooch and Representative Wade have been working hard at the Capitol, and he encouraged everyone to keep up with the activities of the Georgia Assembly.

PUBLIC COMMENT (Agenda Specific)

Robin Hall, resident of 5764 Porter Springs Road, came to speak about the Recycling Committee. He asked the Commissioners if they would consider adding someone to the committee who could represent the citizens of Dahlonega. If something does happen as a result of this committee, then the City will benefit from it as well.

Sheriff Jarrard discussed the effort to create a 501- c3 for the Sheriff's Office. He learned that any attorney can assist with the paperwork; it does not have to be the County Attorney. He found one that is willing to help, but it won't be finalized until next year. Chairman Dockery explained to the audience that legislation was recently passed which will allow citizens to contribute a certain amount to their Sheriff's Office 501-c3 in lieu of taxes. Sheriff Jarrard said the 501-c3 will require the creation of a supervisory board, and he cannot serve as a member on it.

EXECUTIVE SESSION - Personnel & Litigation

There were no announcements from executive session.

Motion: A motion was made by District 2 Commissioner Mayfield to enter executive session at 5:01 pm. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

Motion: A motion was made by District 2 Commissioner Mayfield to exit executive session and re-enter regular session at 7:43 pm. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

ADJOURNMENT

Motion: A motion was made by District 2 Commissioner Mayfield to adjourn the meeting at 7:44 pm. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County

Work Session
February 7, 2023



Lumpkin County, Georgia

County Clerk

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 22. 2023-016 Georgia Department of Natural Resources Recreational Trails Program Project Agreement
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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.

PRESENTATIONS

1. Recognition of 2022 Employees of the Year *Regular Meeting*

This is to recognize Darrin Chambers as the 2022 Employee of the Year, Frank Colinet as the 2022 Fire/EMS Employee of the Year, and Cezar Ramos as the 2022 Sheriff's Department Employee of the Year.

PROCLAMATIONS

2. FBLA Week Proclamation

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14. 2023-008 Mark Robinson Hauling, Inc. - Recycling & Transfer Station Lease Agreement (Special Projects Director Ashley Peck)

Amendment to contract with Mark Robinson Hauling for the operation and management of the Lumpkin County Solid Waste Transfer Station and the County's Recycling Program.

Commissioner Stringer said he has had several phone calls with Mark Robinson. Mr. Robinson would like to begin warning customers that he may have a fee increase in the near future, but he knows it is up to the Commissioners if they want to approve the fee increase. Commissioner Stringer said he would rather customers be notified prematurely than have a sudden shock. Chairman Dockery said it was his understanding that in order to approve the fee increase, Mr. Robinson had to show the Commissioners that he was improving the cleanliness at the Transfer Station. He asked the County Manager, Alan Ours, for an update on that situation.

Mr. Ours said he met with Mr. Robinson to show him some of the areas that needed to be improved, and Mr. Robinson was very cooperative and seemed willing to do his part. Mr. Ours visited the Transfer Station yesterday and he has made significant progress in cleaning it up. The Chairman asked Mr. Ours if he felt it was appropriate to allow Mr. Robinson to increase the fee, or if we should withhold the increase until he completes the changes? Mr. Ours said he has made significant progress, but we will have the opportunity to end the contract if he does not continue with cleaning the site. Commissioner Moran asked if he had taken Mark Robinson up to Union County to see their Transfer Station. Mr. Ours said they had not yet been able to go due to the weather, but Mr. Robinson did seem interested in seeing how Union County operates their station.

15. 2023-009 Legacy Link Addendum #1 FY-2023 (Senior Center Manager Linda Kirkpatrick)

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

16. 2023-010 Loan of Tractor for Display in the Administration Building Lobby (Special Projects Director Ashley Peck)

Loan of Tractor for Display in the Administration Building Lobby

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This is a new service recently made available through Rapid SOS, our call locating system, that will allow us to receive text messages, photos, and video from cell phones.

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This is a new program recently made available through our power phone software where we currently obtain our EMD (emergency medical dispatch) training/recertification.

19. 2023-013 Off System Safety Project Memorandum of Understanding (MOU) (Special Projects Manager Charles Trammell)

Request for BOC approval of a MOU with GDOT on the proposed safety project on Ben Higgins Rd.

Commissioner Mayfield asked Charles Trammell, the Special Projects Manager, about the extent of the improvements. Mr. Trammell said they will be able to do more if they have funding left over.

20. 2023-014 2023 LMIG Asphalt Resurfacing Bid Award (Special Projects Manager Charles Trammell)

Recommendation to award the LMIG (Local Maintenance and Improvement Grant) Project Bids.

21. 2023-015 CorrectHealth Contract Renewal (Sheriff Stacy Jarrard)

Renewal of the contract for inmate medical services.

22. 2023-016 Georgia Department of Natural Resources Recreational Trails Program Project Agreement

Consideration of Georgia Department of Natural Resources Recreational Trails Program Project Agreement

OTHER ITEMS

23. 2014 SPLOST 2023 Work Plan Amendment (Finance Director Abby Branan)

Consideration of 2014 SPLOST 2023 Work Plan Amendment

24. 2020 SPLOST 2023 Work Plan (Finance Director Abby Branan)

Request to approve work plan on 2020 SPLOST

25. 2019 TSPLOST 2023 Work Plan Amendment (Finance Director Abby Branan)

Request to amend the work plan on the 2019 TSPLOST

26. Recycling & Transfer Station Timeline (Special Projects Director Ashley Peck)

Transfer Station and Recycling Center

27. Request to Dispose of County Owned ROW (County Attorney Joy Edelberg)

Discussion on selling a portion of GDOT PR-41-1 (187) ROW on Parcel 107 175.

28. LCWSA Application for GEFA Loan (W&S Authority Director Sean Phipps)

LCWSA Staff to update the Lumpkin County Board of Commissioners on the status of a loan application LCWSA submitted to GEFA to secure matching funds for construction of the wastewater treatment plant at Lumpkin County Parkway.

29. Debris Removal and Disposal Bid Award (Finance Director Abby Branan)

Consideration of disaster debris removal and disposal bids.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

Commissioner Greene invited everyone to go see the Lady Indians basketball team tonight at 7:00 pm.

Commissioner Mayfield thanked Sheriff Jarrard, Chief Wimpy, and EMA Director Lorraine Morris for coming to a tabletop event they had at the school system this week.

Animal Shelter Manager Wayne Marshall shared the exciting news that 13 Lumpkin County wrestlers made it to the State Championships this past week. Three of the kids earned the title of State Champions, including his son Austin Marshall.

PUBLIC COMMENT (Agenda Specific)

Tourism Director Sam McDuffie read aloud a letter of support for the Hotel/Motel tax resolution.

A citizen who declined to give his name said he did not hear a specific list of things that are being cleaned up at the Transfer Station. He said that to his knowledge, Mr. Robinson has not done anything to fix the problem of people putting contaminated recycling into the bins. There are no employees tasked with watching the bins. The citizen said he knows we need a new facility, but most of the problems there could be fixed right away.

Chairman Dockery told the citizen that the County Manager would be able to provide more specifics on the things he was instructed to clean up or improve at the Transfer Station. We are on a month-to-month contract with Mr. Robinson because we do anticipate changes, said the Chairman. We also have the new Recycling & Litter Committee which needs time to analyze the issue.

ADJOURNMENT

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

County Clerk

Date:

March 21, 2023

Agenda Item:

Board of Commissioners - Regular Meeting - February 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

February 21, 2023
6:00 PM

- **CALL TO ORDER**
- **INVOCATION**
- **CONSIDERATION OF AGENDA**
- **PRESENTATIONS**
 1. Recognition of 2022 Employees of the Year
- **PUBLIC COMMENTS (Agenda Specific)**
- **PROCLAMATIONS**
 2. FBLA Week Proclamation
- **CONSIDERATION OF MINUTES**
 3. Board of Commissioners - Work Session - January 3, 2023 4:00 p.m.
 4. Board of Commissioners - Retreat - January 11, 2023 9:00 a.m.
 5. Board of Commissioners - Work Session II - January 17, 2023 5:30 p.m.
 6. Board of Commissioners - Regular Meeting - January 17, 2023 6:00 p.m.
- **RESOLUTIONS**
 7. 2023-04 Appoint/Reappoint Members to Development Authority of Lumpkin County - *Donna Minnich to Seat 3, and John Gaston to Seat 6, both with terms expiring 03/07/2027*
 8. 2023-06 Create and Appoint Members to Recycling & Litter Committee (*County Manager Alan Ours*)
 9. 2023-07 February Surplus Property (*Finance Director Abby Branan*)
 10. 2023-08 Request Local Action to Increase Hotel Motel Tax (*County Attorney Joy Edelberg*)
 11. 2023-09 Appoint Member to Veterans Affairs Committee - *John Howerton to Seat 6, with a term expiring 04/14/2027*
 12. 2023-10 Multi-Bank Securities, Inc. (*Finance Director Abby Branan*)
- **REPORTS**
- **CONTRACTS/AGREEMENTS**

13. 2023-007 Consideration of Renewal of State Properties Commission Lease - Technical College System of GA - Adult Learning Center (*Special Projects Director Ashley Peck*)
 14. 2023-008 Mark Robinson Hauling, Inc. - Recycling & Transfer Station Lease Agreement (*Special Projects Director Ashley Peck*)
 15. 2023-009 Legacy Link Addendum #1 FY-2023 (*Senior Center Manager Linda Kirkpatrick*)
 16. 2023-010 Loan of Tractor for Display in the Administration Building Lobby (*Special Projects Director Ashley Peck*)
 17. 2023-011 Prepared 911, Text to 911 - Prepared Emergency Communications Service Contract with Invictus Apps, Inc. (*E911 Director Carlton Chester*)
 18. 2023-012 PowerPhone Site License Training Program (*E911 Director Carlton Chester*)
 19. 2023-013 Off System Safety Project Memorandum of Understanding (MOU) (*Special Projects Manager Charles Trammell*)
 20. 2023-014 2023 LMIG Asphalt Resurfacing Bid Award (*Special Projects Manager Charles Trammell*)
 21. 2023-015 CorrectHealth Contract Renewal (*Sheriff Stacy Jarrard*)
 22. 2023-016 Georgia Department of Natural Resources Recreational Trails Program Project Agreement
- **OTHER ITEMS**
 23. 2014 SPLOST 2023 Work Plan Amendment (*Finance Director Abby Branan*)
 24. 2020 SPLOST 2023 Work Plan (*Finance Director Abby Branan*)
 25. 2019 TSPLOST 2023 Work Plan Amendment (*Finance Director Abby Branan*)
 26. Recycling & Transfer Station Timeline (*Special Projects Director Ashley Peck*)
 27. Request to Dispose of County Owned ROW (*County Attorney Joy Edelberg*)
 28. LCWSA Application for GEFA Loan (*W&S Authority Director Sean Phipps*)
 29. Debris Removal and Disposal Bid Award (*Finance Director Abby Branan*)
 - **COUNTY MANAGER**
 - **COUNTY ATTORNEY**
 - **COMMISSIONERS**
 - **PUBLIC COMMENTS**
 - **EXECUTIVE SESSION - Personnel**
 - **ADJOURNMENT**

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



**February 21, 2023
6:00 PM**

CALL TO ORDER

Chairman Dockery called the meeting to order at 6:02 PM. Present were Chairman Chris Dockery and District Commissioners Tucker Greene, Bobby Mayfield, Rhett Stringer, and Jeff Moran.

INVOCATION

Chairman Dockery gave the invocation and it was followed by the Pledge of Allegiance.

CONSIDERATION OF AGENDA

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

PRESENTATIONS

1. Recognition of 2022 Employees of the Year

This is to recognize Darrin Chambers as the 2022 Employee of the Year, Frank Colinet as the 2022 Fire/EMS Employee of the Year, and Cesar Ramos as the 2022 Sheriff's Department Employee of the Year.

PUBLIC COMMENTS (Agenda Specific)

PROCLAMATIONS

2. FBLA Week Proclamation

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

CONSIDERATION OF MINUTES

3. Board of Commissioners - Work Session - January 3, 2023 4:00 p.m.
4. Board of Commissioners - Retreat - January 11, 2023 9:00 a.m.
5. Board of Commissioners - Work Session II - January 17, 2023 5:30 p.m.
6. Board of Commissioners - Regular Meeting - January 17, 2023 6:00 p.m.

Motion: A motion was made by District 4 Commissioner Moran to approve the minutes by acclamation. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

RESOLUTIONS

7. 2023-04 Appoint/Reappoint Members to Development Authority of Lumpkin County - Donna Minnich to Seat 3, and John Gaston to Seat 6, both with terms expiring 03/07/2027

Motion: A motion was made by Chairman Dockery to appoint Donna Minnich to seat 3 with a term expiring 3/07/2027. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

Motion: A motion was made by Chairman Dockery to appoint John Gaston to seat 6 with a term expiring 3/07/2027. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

8. 2023-06 Create and Appoint Members to Recycling & Litter Committee (County Manager Alan Ours)

Lumpkin County's recycling program has become stagnant and needs to be revised and upgraded.

Motion: A motion was made by District 3 Commissioner Stringer to approve the resolution. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

9. 2023-07 February Surplus Property (Finance Director Abby Branan)

Consideration of list of County inventory items to be declared surplus.

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

10. 2023-08 Request Local Action to Increase Hotel Motel Tax (County Attorney Joy Edelberg)

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

11. 2023-09 Appoint Member to Veterans Affairs Committee - John Howerton to Seat 6, with a term expiring 04/14/2027

Motion: A motion was made by Chairman Dockery to appoint John Howerton to Seat 6 with a term expiring 4/14/2027. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

12. 2023-10 Multi-Bank Securities, Inc. (Finance Director Abby Branan)

Consideration of a Resolution for investing with Multi-Bank Securities, Inc.

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

REPORTS

Sheriff Jarrard came up to speak about rumors of a possible homeless shelter arriving to Dahlonega. He said he wanted to make sure that everyone is aware of what could happen if we do have a homeless shelter in this community. He said he is not trying to be coldhearted, but he is familiar what comes with that in his position as Sheriff. He compared it to what it was like having the Rainbow Family here in 2018, except it would be all year. Sheriff Jarrard said he received so many calls and complaints during that time, and he just doesn't want citizens to be surprised if that starts happening again.

The Sheriff said there has been talk of him "shutting it down," but he has researched the stats on the effects of homeless shelters, and he has spoken to neighboring sheriffs about them. Can our community afford a shelter? There will be increased call volume for law enforcement and EMS, and businesses will complain when homeless people start begging for money on the square. Sheriff Jarrard urged people to voice their opinions on the matter.

Chairman Dockery said he spoke to the director of the homeless shelter in Hall County, and he said they did not have a homeless problem until that shelter arrived. He claimed when metro area shelters are at full capacity, they will actually give free taxi or Uber rides to homeless people and send them to less populated areas like ours. If we get a homeless shelter, that will begin happening. Chairman Dockery said it's all we can do to help our own community, and we can't support the homeless of other places. We need to be careful what we bring into our community.

CONTRACTS/AGREEMENTS

13. 2023-007 Consideration of Renewal of State Properties Commission Lease – Technical College System of GA - Adult Learning Center (Special Projects Director Ashley Peck)

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

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

14. 2023-008 Mark Robinson Hauling, Inc. - Recycling & Transfer Station Lease Agreement (Special Projects Director Ashley Peck)

Amendment to contract with Mark Robinson Hauling for the operation and management of the Lumpkin County Solid Waste Transfer Station and the County's Recycling Program.

Motion: Commissioner Stringer moved to approve the contract and was seconded by Commissioner Moran.

Motion: Commissioner Stringer amended his motion to include the fee increase proposed by Mark Robinson. Commissioner Greene seconded for discussion.

Motion: Commissioner Stringer amended his motion for the fee increase to \$15 to be effective March 1st contingent on the County Manager's approval of the Transfer Station cleanup. The motion was seconded by Commissioner Moran. Motion was approved and carried.

15. 2023-009 Legacy Link Addendum #1 FY-2023 (Senior Center Manager Linda Kirkpatrick)

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

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

16. 2023-010 Loan of Tractor for Display in the Administration Building Lobby (Special Projects Director Ashley Peck)

Loan of Tractor for Display in the Administration Building Lobby

Motion: A motion was made by District 4 Commissioner Moran to approve the contract. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

17. 2023-011 Prepared 911, Text to 911 - Prepared Emergency Communications Service Contract with Invictus Apps, Inc. (E911 Director Carlton Chester)

This is a new service recently made available through Rapid SOS, our call locating system, that will allow us to receive text messages, photos, and video from cell phones.

Motion: A motion was made by District 3 Commissioner Stringer to approve the contract. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

18. 2023-012 PowerPhone Site License Training Program (E911 Director Carlton Chester)

This is a new program recently made available through our power phone software where we currently obtain our EMD (emergency medical dispatch) training/recertification.

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

19. 2023-013 Off System Safety Project Memorandum of Understanding (MOU) (Special Projects Manager Charles Trammell)

Request for BOC approval of a MOU with GDOT on the proposed safety project on Ben Higgins Rd.

Motion: A motion was made by District 3 Commissioner Stringer to approve the MOU. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

20. 2023-014 2023 LMIG Asphalt Resurfacing Bid Award (Special Projects Manager Charles Trammell)

Recommendation to award the LMIG (Local Maintenance and Improvement Grant) Project Bids.

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

21. 2023-015 CorrectHealth Contract Renewal (Sheriff Stacy Jarrard)

Renewal of the contract for inmate medical services.

Motion: A motion was made by District 4 Commissioner Moran to approve the contract renewal. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

22. 2023-016 Georgia Department of Natural Resources Recreational Trails Program Project Agreement
Consideration of Georgia Department of Natural Resources Recreational Trails Program Project Agreement

Motion: A motion was made by Chairman Dockery to approve the agreement. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

OTHER ITEMS

23. 2014 SPLOST 2023 Work Plan Amendment (Finance Director Abby Branan)
Consideration of 2014 SPLOST 2023 Work Plan Amendment

Motion: A motion was made by District 1 Commissioner Greene to approve the work plan amendment. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

24. 2020 SPLOST 2023 Work Plan (Finance Director Abby Branan)
Request to approve work plan on 2020 SPLOST

Motion: Commissioner Moran moved to approve the work plan as presented. Commissioner Stringer seconded the motion for discussion.

Commissioner Stringer asked Commissioner Moran if he would amend his motion so that any item over \$100,000 would have to come back before the Board.

Motion: Commissioner Moran amended his motion to include that any item over \$100,000 would come back before the BOC. Commissioner Stringer seconded the amended motion.

Finance Director Abby Branan requested for the Commissioners to amend the motion to exclude debt service payments.

Motion: Commissioner Moran amended the motion to also include the exclusion of debt service payments in the \$100,000 cap. The amended motion was seconded by Commissioner Stringer. All were in favor and the motion carried.

25. 2019 TSPLOST 2023 Work Plan Amendment (Finance Director Abby Branan)
Request to amend the work plan on the 2019 TSPLOST

Motion: A motion was made by District 3 Commissioner Stringer to approve the work plan amendment. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

26. Recycling & Transfer Station Timeline (Special Projects Director Ashley Peck)
Transfer Station and Recycling Center

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

27. Request to Dispose of County Owned ROW (County Attorney Joy Edelberg)
Discussion on selling a portion of GDOT PR-41-1 (187) ROW on Parcel 107 175.

Motion: A motion was made by District 4 Commissioner Moran to approve Course of Action 2, which is to determine the right-of-way is no longer needed for public road purposes and to sell the right-of-way to Paul & Reba Bowen at an agreed upon price, but in no event less than \$16,608.00 (the price paid for the ROW acquisition). The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

28. LCWSA Application for GEFA Loan (W&S Authority Director Sean Phipps)

LCWSA Staff to update the Lumpkin County Board of Commissioners on the status of a loan application LCWSA submitted to GEFA to secure matching funds for construction of the wastewater treatment plant at Lumpkin County Parkway.

Motion: A motion was made by Chairman Dockery to approve the application. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

29. Debris Removal and Disposal Bid Award (Finance Director Abby Branan)

Consideration of disaster debris removal and disposal bids

Motion: A motion was made by District 3 Commissioner Stringer to reject all bids. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

Motion: A motion was made by District 3 Commissioner Stringer to reject all bids and issue an RFP. The motion was seconded by District 1 Commissioner Greene. The motion was approved and carried.

COUNTY MANAGER

The County Manager, Mr. Ours, gave a brief update of the new recreation center and pool facility construction.

COUNTY ATTORNEY

COMMISSIONERS

Chairman Dockery gave an update on the intersection improvements at Pinetree Way, which were partially funded by TSPLOST dollars.

PUBLIC COMMENTS

EXECUTIVE SESSION - Personnel

Motion: Commissioner Stringer moved to enter executive session at 6:58 PM, and was seconded by Commissioner Greene. The motion carried.

Motion: Commissioner Stringer made a motion to exit executive session and re-enter regular session. Commissioner Moran seconded the motion, which was approved and carried. Regular session resumed at 7:26 PM.

Motion: Commissioner Greene moved to allow the County Manager to do a one-time exception to the policy regarding the salaries of the Park & Rec Manager and the Special Projects Manager. Commissioner Stringer seconded the motion, which was approved and carried.

ADJOURNMENT

Motion: A motion was made by District 3 Commissioner Stringer to adjourn the meeting at 7:28 PM. The motion was seconded by District 4 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

Board of Commissioners

Date:

March 21, 2023

Agenda Item:

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

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-11

**A RESOLUTION TO APPOINT MEMBERS TO THE
HOSPITAL AUTHORITY OF LUMPKIN COUNTY**

Whereas, the Board of Commissioners of Lumpkin County desires to reappoint three members to the Hospital Authority of Lumpkin County whose terms expire on March 1, 2023;

Now therefore, it is hereby resolved that the following persons are reappointed to the Hospital Authority of Lumpkin County for the positions and terms as follows:

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Debbie Bodney	7	March 1, 2027
Michiel E. Davis	8	March 1, 2027
Clark Pierce	9	March 1, 2027

Resolved, adopted and effective this 21st day of March, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

LUMPKIN COUNTY RESOLUTION NO. 2023-12

A RESOLUTION TO APPOINT MEMBERS
TO THE
LUMPKIN COUNTY VETERANS’ AFFAIRS ADVISORY COMMITTEE

Whereas, the Board of Commissioners of Lumpkin County desires to appoint members to the Lumpkin County Veterans’ Affairs Advisory Committee to serve in Seat 8 and Seat 9;

Now therefore, it is hereby resolved that the following persons are appointed to serve on the Lumpkin County Veterans’ Affairs Advisory Committee for the seats and terms indicated below:

<u>Name:</u>	<u>Seat Number:</u>	<u>Term:</u>
Luke Ballentine	Seat 8	March 22, 2023 to April 14, 2026
Trent Miller	Seat 9	April 15, 2023 to April 14, 2027

Resolved, adopted and effective this 21st day of March, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners

Date:

March 21, 2023

Agenda Item:

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*

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION No. 2023 - 13

A RESOLUTION TO APPOINT MEMBERS TO THE
LUMPKIN COUNTY BUILDING COMMITTEE

Whereas, the Lumpkin County Board of Commissioners desires to appoint members to the Lumpkin County Building Committee to fill Seat 7 and Seat 10 of the Committee;

Now therefore, it is resolved that that the following persons are appointed to the Building Committee for the seats and terms indicated below:

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Joseph Daugherty	7	December 31, 2023
Brooke Smith	10	December 31, 2023

Resolved, adopted and effective this 21st day of March, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

County Attorney

Date:

March 21, 2023

Agenda Item:

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

Item Description:

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.

Facts & Historical Information:

Five new national opioid settlements that have been reached with Defendants Teva, Allergan, CVS, Walgreens, and Wal-Mart (collectively the "New Opioid Settlements"). The settlement agreements for the New Opioid Settlements total approximately \$20 billion.

The New Opioid Settlements have overwhelming support nationwide and within the State of Georgia, including from Attorney General Chris Carr and attorneys representing other Georgia subdivisions. Further, participating in the New Opioid Settlements is the best way to ensure the County receives a recovery from the settling Defendants (there is the risk of state legislated litigation bars and/or defendant bankruptcies), maximizes its recovery from the settling Defendants, and receives payments and resources sooner rather than later.

Legal Counsel is finalizing the terms of a Memorandum of Understanding ("MOU") with the State of Georgia regarding the New Opioid Settlements. The purpose of having a MOU in place for the New Opioid Settlements is to maximize the funds available under the settlements and to control how funds from the settlements are allocated between the State of Georgia and Georgia's subdivisions. Legal Counsel anticipates that the terms of the MOU for the New Opioid Settlements will be identical in all material respects to the MOU the State of Georgia and Georgia's subdivisions entered for the National Distributor and Janssen Settlements.

Since the deadline to participate in the New Opioid Settlements is April 18, 2023, Legal Counsel has recommended that the County approve participation in the New Opioid Settlements, approve the anticipated MOU, and authorize the Chairman to execute the MOU and the Participation Forms for the New Opioid Settlements.

Potential Courses Of Action:**Budget Impact:**

Staff Recommendation: Approve participation in the New Opioid Settlements, approve the resolution, and

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

authorize the Chairman to execute the MOU and the Participation Forms for the New Opioid Settlements.

LUMPKIN COUNTY RESOLUTION NO. 2023-14

A RESOLUTION OF LUMPKIN COUNTY, GEORGIA (“COUNTY”) AGREEING TO PARTICIPATE IN THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENTS AND AGREEING TO BE BOUND BY AN ANTICIPATED MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND GEORGIA SUBDIVISIONS REGARDING THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENTS.

WHEREAS, the County initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, Defendants Teva, Allergan, CVS, Walgreens, and Walmart have reached national settlement frameworks (collectively referred to as the “New Opioid Settlements”) with certain states, including the State of Georgia, and certain subdivisions, and Georgia subdivisions now have the option to join;

WHEREAS, the State of Georgia and certain Georgia subdivisions anticipate reaching a Memorandum of Understanding regarding the New Opioid Settlements, the purpose of which is to maximize funds available under the New Opioid Settlements and control how funds from the New Opioid Settlements are allocated between the State of Georgia and Georgia subdivisions, and the form of which is expected to be identical in all material respects to the “State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements” previously agreed to by the County; and

WHEREAS, the County desires to participate in the New Opioid Settlements and intends to agree to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE LUMPKIN COUNTY BOARD OF COMMISSIONERS, AS FOLLOWS:

Section 1. The County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the New Opioid Settlements.

Section 2. The County Board of Commissioners, as the governing body of the County, hereby agrees to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 3. The County Board of Commissioners hereby appoints Chairman Chris Dockery as the duly-appointed representative of the County for the purposes of participating in the New Opioid Settlements and agreeing to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 4. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the County Board of Commissioners directs the duly-appointed representative of the County to execute any document necessary to demonstrate the County's agreement to be bound by the Memorandum of Understanding.

Section 5. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the County Board of Commissioners directs the duly-appointed representative of the County to execute the requisite Participation Forms for the New Opioid Settlements, which can be executed via DocuSign (the preferred method). For illustrative purposes, blank versions of the Participation Forms for the New Opioid Settlements are attached hereto as **Exhibit 1**.

Section 6. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Lumpkin County Board of Commissioners, held on March 21, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

ATTEST:

Melissa Z. Witcher
Lumpkin County Clerk

EXHIBIT 1

Participation Forms for the New Opioid Settlements

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Lumpkin County, Georgia

County Clerk

Date:	March 21, 2023
Agenda Item:	2023-019 CivicPlus - Municode Codification Subscription Contract (<i>County Clerk Melissa Witcher</i>)
Item Description:	This is a renewal of the codification contract with CivicPlus.
Facts & Historical Information:	We have been using Municode for codification of our ordinances since 2010. Municode was purchased by CivicPlus on August 24, 2021. Staff received an email on January 11th explaining they would be changing their supplementation service billing. The changes will become effective 6/1/2023. There will be two different billing models offered instead of the single option that was only offered in the past. Currently, we are charged per page and per time we update. We also pay an additional amount to have the website updated as soon as we submit an ordinance. Prior to 2018 we would only have the ordinances updated once a year in July. We changed to updating in real time in 2018 because a lot of citizens were complaining about not having access to correct information. The law library pays for the codification service. They explain the first option as follows: One option is an Annual Supplementation as a Service billing model which means: • No Surprises. Your annual fee will cover the cost of legislation such as Planning and Zoning documents; Full Chapter Replacements; Tables; Images; and Graphics. With few exceptions such as: Legal Work; Documents created in InDesign or that contain Form-Based code requirements; Creation of Fee Schedules; Gender Neutral Review/Implementation; External Linking; or codifying a newly adopted Term Change, your annual fee will be known, empowering you and your community to send us all your legislation for one annual fee. ◦ It is our belief that this approach to supplementation will enable us to serve you better; empower you to send in your legislation without worrying about unexpected charges; and most importantly give you and your community the peace of mind knowing that your code is always up to date with the newest legislation. • Reduced Administrative Processing. Customers have often commented that our per-page model is outdated and difficult to explain. Now, you will no longer need to count pages, tables, or graphics.

- **Consistent Budgeting.** Easily budget for your supplementation costs. No more guessing or estimating how many ordinances your council or commission will pass.
- **Increased Transparency.** No need to worry about how many ordinances you send us for supplementation.
- Based on our analysis of your account, your annual bill for supplementation services will be \$5,458.20.

The second option is we can keep what we currently have, but there will be an approximate 30%. Their explanation is below.

Over the past 10 years, Municode has only raised prices two times. We raised the prices for our Online Code Hosting service in 2012. We then raised prices slightly in 2017.

As we are all experiencing in our day to day lives, the U.S. Dollar has had an average inflation rate of 3.31% per year between 2017 and today, producing a cumulative price increase of 21.58%. In 2022 alone, the rate of inflation was just below 8% nationwide.

To keep up with the increasing pressures of inflation and to ensure we are making the necessary investments in you, our team and our products, we will be making the following adjustments:

- Supplementation Page Rates: If you would like to remain with the per page billing model, the per page rate will increase approximately 30%.
- Supplementation as a Service: To help keep your costs down, if you opt for the Supplement as a Service model, the price quoted on page one above, typically represents only a 10% price increase over the three-year average of your supplementation bills, plus a 14% increase in your administrative support fee.
- Online Code Hosting and any Electronic Products: With your next renewal, your annual fee will increase 14%.

Potential Courses Of Action:

- A. Approve the contract with CivicPlus with the annual supplementation model.
- B. Approve the contract with CivicPlus and keep the current subscription.

This will cost an additional 30% and will be ultimately determined by how many pages and supplements we submit each year.
C. Find another company to do our codification.

Budget Impact: This is paid from the Law Library budget.

Staff Recommendation:

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-33247-1

Date:

1/4/2023 10:44 AM

Customer:LUMPKIN COUNTY,
GEORGIA

Product Name	DESCRIPTION	QTY	TOTAL
Full-Service Supplementation Subscription	Full Service Supplementation Subscription	1.00	USD 5,458.20
Municode Administrative Support Fee	Municode Administrative Support Fee	1.00	USD 513.00
Annual Recurring Supplement Services		5,971.20	

1. This Statement of Work ("SOW") is between Lumpkin County Georgia ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.

2. This SOW shall begin on 6/1/2023 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase each Renewal Term of the greater of 5% or the Consumer Price Index for All Urban Customers ("CPI-U") + 3%. CivicPlus shall, on December 31 of each calendar year, refer to the Unadjusted Percent Change for All items during the most recently published 12-month period by the United States Bureau of Labor Statistics (<http://bls.gov/news.release/cpi.to1.htm>) to determine the CPI-U value. Customer will pay all invoices within 30 days of the date of such invoice.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

Addendum 1

This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work. 1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer. 2. Limitations of Services. Annual Recurring Supplement Service does NOT include: a. Additional copies, reprints, binders and tab orders; b. Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees; c. Legal work, creation of fee schedules, gender neutral review/implementation, external linking; d. Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt; e. Online Code hosting and online features, this is listed separately. 3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version. 4. Term and Termination. This Agreement shall remain in full force and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.	5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent. 6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof. 7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible. 8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received. 9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney. 10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.
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Lumpkin County, Georgia

Special Projects

Date:	March 21, 2023
Agenda Item:	2023-020 Ninth District Opportunity Inc. Lease - Head Start Building (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Lease renewal for Head Start/Ninth District Opportunity
Facts & Historical Information:	The is an annual lease renewal for Ninth District Opportunity, INC. (NDO) to operate the Lumpkin County Head Start Program in a county facility. The terms of the lease have not changed from the last renewal. The County agreed that should the Head Start Program not be funded by the Federal Government, the County and NDO will cooperate to assure that the building will be used for a similar Child Development Program or program to benefit low to moderate income persons. NDO is responsible for the cost of all repairs exclusive of roof, structure, and exterior building repairs. The contract terms are October 1, 2022 through September 30, 2023.
Potential Courses Of Action:	A. Renew the lease with Ninth District Opportunity/Head Start. B. Do not renew the lease with Ninth District Opportunity/Head Start.
Budget Impact:	There is no impact to the operating budget for this lease.
Staff Recommendation:	A. Renew the lease with Ninth District Opportunity/Head Start.

**NINTH DISTRICT OPPORTUNITY, INC.
GAINESVILLE, GEORGIA**

This agreement, entered into this 7th day of July, 2022, by and between **Lumpkin County, Georgia** hereinafter referred to as "the county", and **Ninth District Opportunity, Inc.** (Grantee and operator of the Lumpkin County Head Start Program), hereinafter referred to as "NDO", shall be considered a contract for use of a building located on Mechanicsville Road in Lumpkin County, Georgia from October 1, 2022 through September 30, 2023.

The parties agree as follows:

1. NDO will occupy the above described building for operating, at its expense, the Lumpkin County Head Start Program for approximately ninety-one children under a grant received from the Department of Health and Human Services, Administration for Children and Families. Operations are inclusive of furnishings and supplies needed to implement program activities.

2. The use of space provided to NDO by the county (rent-free) shall be considered an in-kind contribution, as the former is a private non-profit corporation and is required by law to match twenty percent (20%) of its federal funding with in-kind or cash contributions. This in-kind contribution shall be valued at \$159,177 (13,298 square feet at \$11.97 per sq. ft.) annually (\$13,264.75/mo.).

3. NDO will have access to the above described building for as long as it operates the Lumpkin County Head Start Program. It is understood that operation of the Head Start Program is contingent upon federal funding. Should funding not be available, NDO will provide the county a thirty-day (30) written notice.

In the event that the Head Start Program is not funded by the Federal Government, the county and NDO will cooperate to assure that the above described building is used for a similar Child Development Program or other use which will be of equal benefit to low and moderate income persons.

4. NDO shall be responsible for the cost of all repairs necessitated by the use of said property, exclusive of roof, structure and exterior building repairs.

5. NDO will not make or permit to be made any alterations or deletions to the premises, nor sublet the whole or any part of the premises without the county's written consent.

6. The Agency will indemnify and save harmless the Contractor from any and every claim or demand of every kind or character which may ever be asserted by reason of any injuries, illnesses, or diseases, or the effects or consequences thereof, or damage to property or person, which may arise due to the actions of the Agency, its agents, servants or employees, on or off the premises occupied by the Agency.

7. The county will maintain property insurance on the building to be reimbursed in full by NDO.

During the terms of occupation of the above described building, NDO will maintain general public disability insurance on said property with limits of at least five-hundred thousand dollars (500,000.00) for bodily injury and one-hundred thousand (\$100,000.00) for property damage. Such policies shall name the county as an additional insured.

8. NDO will pay all utility costs connected with building usage (gas, electricity, water, sewerage and telephone).

9. NDO will be responsible for all janitorial services.

10. This contract reflects the entire understanding as between the parties.

Wherefore, Lumpkin County, Georgia and Ninth District Opportunity, Inc. have duly executed this agreement as of the date first above written.

Lumpkin County, Georgia

Ninth District Opportunity, Inc.

By: _____

By: Kay Laws

Commissioner

:Kay Laws Executive Director

Attest: _____

Attest: Perry Bond



Lumpkin County, Georgia

Senior Center

Date:	March 21, 2023
Agenda Item:	2023-021 Deanna, Inc. DHS Coordinated Transportation SFY2023 – Congregate Transportation (<i>Senior Center Manager Linda Kirkpatrick</i>)
Item Description:	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.
Facts & Historical Information:	Until June 30, 2013, Legacy Link, Inc. provided federal and state funds to Lumpkin County to enable the Senior Center to operate a vehicle for transporting seniors to and from the center for the congregate nutrition and activity programs. Additionally, these funds allowed for taking congregate participants on off-site trips, to shopping, errands and medical appointments. Effective July 1, 2013, the Georgia Department of Human Services (GADHS) began funding congregate transportation with funds designated for Coordinated Transportation. For SFY 2023, Deanna Specialty Transportation, Inc. is the winning bidder selected by GADHS to administer funds and ensure that Lumpkin County Senior Center is in compliance with vehicle standards and safe operation in accordance with GADHS policies. NOTE: <u>Explanation of timing of this agreement:</u> This agreement covers the period July 1, 2022 to June 30, 2023. The agreement was originally received by the Senior Center the 3rd week of October, 2022. Since then, the contract has been held in order to renegotiate cost per trip. After much discussion with DHS Coordinated Transportation management, the Senior Center began written negotiations on 1/6/23 with one reply from DST that was final on 2/23/23. The cost per trip was revised from \$6.50/trip to \$9.50/trip effective 4/1/23. Finance is receiving monthly reimbursement payments in a timely manner even though the agreement has not yet been executed.
Potential Courses Of Action:	A. Request to submit an approved and signed agreement. B. Do not submit an approved and signed agreement. Comparison: If Course A is chosen, Lumpkin County congregate transportation service will continue to be provided to Senior Center Congregate Clients for the period July 1, 2022 through June 30, 2023. If Course B is chosen, Lumpkin County risks losing some or all of its funding for the current cycle (the current funding cycle began on July 1, 2022).

Budget Impact: There will be no impact to the budget. Revenue funds were included in the County budget for FY2022 and FY2023.

Staff Recommendation: It is recommended that Course A be chosen – Request to submit an approved and signed Agreement to Deanna Specialty Transportation, Inc. Funds to provide congregate transportation are necessary for many citizens who would otherwise have no alternative transportation to attend the Senior Center.

AGREEMENT
for Department of Human Services (DHS) Coordinated Transportation Services

AGREEMENT BETWEEN:

Lumpkin County, Georgia, a political subdivision of the State of Georgia acting by and through its governing authority, the **Lumpkin County Board of Commissioners**; hereinafter referred to as Contractor; and Deanna Specialty Transportation, a Georgia Corporation; hereinafter referred to as the Deanna Specialty Transportation Inc, agree:

This Agreement has an effective beginning date of the 1st day of July 2022 shall terminate on the 30th day of June 2023 unless terminated earlier under other provisions of this Agreement.

WITNESSETH:

WHEREAS, the Deanna Specialty Transportation, Inc. has a need for, and desires to purchase transportation services for eligible DHS consumers as needed;

AND

WHEREAS, the Contractor has represented to the Deanna Specialty Transportation, Inc it is available to provide transportation services for the described population;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto to abide by the conditions set forth in the remainder of this Agreement.

1. Purpose:

The purpose of this Agreement is to provide transportation services to eligible DHS consumers.

2. Agreement Term:

The term of this agreement shall be from July 1, 2022 through June 30, 2023 unless terminated earlier in accordance with this Agreement.

3. Services to Be Provided:

- a) The Contractor is solely engaging to provide congregate (senior) meal Transportation for seniors receiving services at the **Lumpkin County Senior Center** Transportation services provided will be to and from the **Senior Center** as well as trips to Doctors Appointments, Grocery Stores, Hair Appointments and Group trips. Any other services performed by the Contractor are outside the scope of this Agreement. Contractor agrees to provide sufficient personnel and vehicles, as necessary, to render transportation services for the **Lumpkin County Senior Center's** seniors per GADHS policies and procedures.
- b) The parties expect that authorized DHS Human Service Contractors will notify the Regional Transportation Office, Region 2, as to which consumers are eligible. This notification is done via a completed client registration and trip order entered on the TRIP\$ System. Contractor shall deliver transportation services to individuals registered with the Regional Transportation

Office TRIP\$ System in accordance to regulations administered by the Georgia Department of Human Services.

- c) Contractor shall be solely responsible for the maintenance of the vehicles and shall maintain said vehicles in accordance with the vehicle standards established by the Georgia Department of Human Services to ensure safe operation and to comply with all federal, state and local laws and codes and/or required inspections. Contractor will be responsible for providing vehicle insurance on those vehicles owned by the Contractor. Contractor shall be responsible for purchasing new vehicles to replace those that are not repairable or those that do not comply with DHS safety requirements.
- d) Drivers shall comply with regulations set forth by the Georgia Department of Public Safety and the Georgia Department of Human Services. Drivers shall possess such licenses and permits as required by law.
- e) Contractor agrees to provide the Deanna Specialty Transportation, Inc certification/proof of workers' compensation insurance coverage on all Contractor's employees, upon request of the Deanna Specialty Transportation, Inc.

4. Training:

Drivers and dispatchers employed by Contractor shall undergo such training as required by the Georgia Department of Human Services including on the subject of client rights and confidentiality; accessibility; drug free workplace; sexual harassment; CPR/First-aid; Defensive Driving; and Universal Precautions for STD's, HIV/Aids and Infectious Disease. Drivers will also be trained in use of all auxiliary equipment including radios, fire extinguishers, and wheelchair lifts.

5. Drug and Alcohol Testing:

Contractor shall be responsible for complying with all requirements of the Federal Transit Administration regarding the testing of safety-sensitive employees for drug and alcohol use. The cost of compliance will be the sole responsibility of Contractor.

6. Information:

The Contractor agrees to make vehicles, vehicle files, and driver files available for DHS site visits, to the extent permitted by law. Contractor agrees to provide information and reports as requested by the Regional Transportation Coordinator.

7. Monitoring and Inspection

The Deanna Specialty Transportation, Inc and Regional Transportation Office/DHS may review trip documents, logs, driver logs, vehicle maintenance records, driver qualification records and may inspect vehicles. Contractor will cooperate with The Deanna Specialty Transportation, Inc and Regional Transportation Office/DHS in making these and other documents and vehicles available to the extent permitted by law.

8. Payment:

The Deanna Specialty Transportation, Inc agrees to remit payment for approved transportation services rendered by Contractor when Deanna Specialty Transportation, Inc receives reimbursement from the Georgia Department of Human Services of 10 days of receiving payment.

9. Fee Schedule:

Each trip will be billed at the following rates:

Aging \$9.50 per trip Effective April 1st 2023

Hourly \$35.00

Total Budget \$52000.00

10. Invoicing:

- a) The Contractor shall invoice using TRIP\$ on a per client/per trip basis. Invoicing will be completed by the Fifteenth (15th) of the month following the activity.
- b) Contractor shall provide the Deanna Specialty Transportation, Inc with completed billing summaries which will include the name of each client transported, the date transported, trip type and the number of approved trips provided. This can include the TRIP\$ Invoice Backup Report and/or Invoice Summary Report. Contractor shall provide said billing summary on a monthly basis no later than the Third day of the month following the activity.

11. Termination Without Cause:

Either party may terminate this agreement without cause upon sixty (60) days written notice to the other party. Upon such termination without cause, Contractor shall be entitled to payment, in accordance with Agreement provisions, for services rendered up to the termination date. Contractor shall be obligated to continue performance of contract services, in accordance with this Agreement, until the termination date.

12. Amendments

Any change, alteration, deletion, or addition to the terms set forth in this agreement must be in the form of a written amendment signed by both parties.

13. Compliance With Law:

Contractor shall perform all services required by this contract in accordance with all applicable federal, state and local laws and regulations. Contractor shall use only licensed personnel to perform work required by law or regulation to be performed by such personnel.

14. Equal Opportunity:

During the performance of this contract, Contractor agrees that it will, in good faith, afford equal opportunity required by applicable federal, state, or local law to all employees and applicants for employment without regard to race, color, religion, sex, age, disability or national origin.

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the parties agree that, during performance of this Agreement, they will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability.

15. Non Availability of Funds:

This Agreement is subject to the condition that funds be made available by the Congress of the United States, by the General Assembly of Georgia, or other sources, and by the proper budget authority for carrying out the functions which this Agreement implements. If Deanna Specialty Transportation, Inc becomes aware of funding issues jeopardizing its ability to reimburse Contractor, it shall immediately provide notice of same to Contractor.

16. Force Majeure:

Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by any cause beyond their reasonable control, an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause.

17. Entire Agreement:

This Agreement constitutes the complete agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both parties with appropriate authorization.

18. Applicable Law:

If any action at law or in equity is brought to enforce or interpret the provision of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control.

19. Severability:

Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible.

20. Waiver of Agreement:

No failure by either party to enforce any right or power granted under this Agreement, or to insist upon strict compliance with this Agreement, and no custom or practice of the parties at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the parties' right to demand exact and strict compliance with the terms and conditions of this Agreement.

21. No Third Party Rights:

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

22. Sovereign Immunity:

Nothing contained in this Agreement shall be construed to be a waiver of the Contractor's sovereign immunity or any individual's qualified good faith or official immunities.

23. Notices:

All notices, requests, demands writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the parties at the address given below, or to a substitute address previously furnished to the other party by written notice in accordance herewith:

Contractor's Address for Official Correspondence

Lumpkin County Board of Commissioners
266 Mechanicsville Road
Dahlonega, Ga. 30533
Contact Person: Linda Kirkpatrick
Email: linda.kirkpatrick@lumpkincounty.gov
Telephone: 706-205-4535

DST's Address for Official Correspondence

Deanna Specialty Transportation, Inc.
211 Sand Bar Ferry Road
Augusta, GA, 30901
Contact Person: Shawn Thomas
Email: shawn.thomas@waytogotrans.com
Telephone: (706) 722-7030

[SIGNATURES ON FOLLOWING PAGE]

Lumpkin County Board of Commissioners**Attest:**_____
Signature_____
Signature_____
Print Name_____
Print Name_____
Title_____
County Clerk
Title_____
Date

[COUNTY SEAL]

Deanna Specialty Transportation, Inc.**Attest:**_____
Signature_____
SignatureShawn Thomas
Print Name_____
Print NameCEO.,
Title_____
Corporate Secretary
Title

Date:

[CORPORATE SEAL]



Lumpkin County, Georgia

Senior Center

Date:	March 21, 2023
Agenda Item:	2023-022 Accessible Solutions Inc. – Software as a Service (SaaS) Services Agreement/ Add Single User to the ServTracker Program (<i>Senior Center Manager Linda Kirkpatrick</i>)
Item Description:	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.
Facts & Historical Information:	In September, 2021, the Board of Commissioners entered into an agreement with Accessible Solutions, Inc. to use its ServTracker software. The Senior Center has greatly benefitted from the streamlined tracking system for the Meals on Wheels and Congregate programs, saving staff time to attend to other related important tasks and reducing the potential for error. Additionally, the acquisition postponed a request for additional staff in the near future. A third user is needed to have one more employee cross trained to cover when other staff are on vacation or out sick. Also, having a trained third employee will help during busier times and with special projects. The one-time Licensing Fee to add a third user is \$300 and the monthly licensing fee is \$100 (\$50 for April and \$50 for May). The total is \$400.00.
Potential Courses Of Action:	A. Requesting submittal of an approved and signed agreement. B. Do not submit an approved and signed agreement. Comparison: If Course A is chosen, Lumpkin County Senior Center will be able to add a third user to learn and use the ServTracker Program. If Course B is chosen, Lumpkin County Senior Center will continue to use only two users for the ServTracker Program.
Budget Impact:	There will be no impact to the budget. The Senior Center budget is able to absorb the initial cost and 2 months license fee for FY2023. The FY2024 budget for contract services will be able to absorb the annual fee which will include the third user.
Staff Recommendation:	It is recommended that Course A be chosen - Submit an approved and signed agreement to Accessible Solutions, Inc. The benefit for the Senior Center to have one more person cross trained to cover when other staff are on vacation or out sick. Also, having a trained third person will help during busier times and with special projects.

SAAS SERVICES AGREEMENT

This Software as a Service (SaaS) Services Agreement (the "**Agreement**") dated effective as of the date signed by both parties below (the "**Effective Date**") is between Accessible Solutions, LLC., with a principal address at 840 North Cocoa Blvd., Suite D. Cocoa, Florida, 32922 ("**Accessible Solutions**") and, Lumpkin County Board of Commissioners, with a principal address at 266 Mechanicsville Rd, Dahlonega, GA 30533 ("**Customer**").

Customer desires to subscribe to access certain Accessible Solutions software, and Accessible Solutions desires to provide such access to Customer, subject to the terms and conditions of this Agreement. Therefore, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Accessible Solutions and Customer agree as follows:

AGREEMENTS:

I. Definitions.

- (a) "**Confidential Information**" means the Software, Customer Data, either party's non-public business and technology information, trade secrets, Accessible Solutions' pricing, any written materials marked as confidential and any other information which is clearly identified as confidential or proprietary at the time of disclosure or that the receiving party reasonably should understand to be confidential. Confidential Information excludes information that the receiving party can document: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party's possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with open records laws; provided that it gives the disclosing party, if legally permissible, reasonable prior notice and an opportunity to respond or object to the disclosure.
- (b) "**Customer Data**" means any content, materials, data, and information that Users enter into the Software or that Customer derives from its use of the Software (e.g., Customer-specific reports), including protected health information ("**PHI**") and other personal information of individuals. Customer Data and its derivatives will not include Accessible Solutions' Confidential Information or intellectual property, such as report templates.
- (c) "**Documentation**" means Accessible Solutions' then-current user documentation for the Software, whether in electronic, printed or other form.
- (d) "**Order Form**" or "**Schedule A**" shall mean Accessible Solutions' Schedule A – Order Form specifying the price to Customer for the Software and/or other Services specified therein. An Order Form will often include an SOW and its various terms and conditions. Order Forms shall be governed by the terms of this Agreement. In case of

a contradiction between the terms of this Agreement and the terms of an Order Form, the terms of the Order Form will have priority.

- (e) **"Services"** means technical support, Software maintenance, consulting, training, professional services, and other services offered by Accessible Solutions to its customers as part of or in connection with the Software, including services for which Accessible Solutions may charge a separate fee.
 - (f) **"Software"** means Accessible Solutions' software provided as a subscription service and any associated online or downloadable software or components, as listed in Customer's Order Form, including Documentation and Software updates. Except as otherwise provided in this Agreement, "Software" includes Third-Party Software provided by Accessible Solutions as part of the Software.
 - (g) **"Third-Party Software"** means any third-party applications and software, whether open source or commercial, that are owned by entities or individuals other than Accessible Solutions and that may be incorporated into or interoperate with the Software.
 - (h) **"Users"** means individual employees and personnel of Customer and its affiliates who are authorized by Customer to use the Software. Users may also include consultants or contractors of Customer who are using the Software solely for Customer's internal business purposes but shall not include competitors of Accessible Solutions.
2. **Grant of Rights.** Accessible Solutions grants Customer a non-exclusive, non-transferable right to access and use the Software during the Term, solely for use by Customer's authorized Users, subject to the terms of the applicable Order Form. Accessible Solutions will provide Customer and its Users with online access to the Software and any related products and Services offered by Accessible Solutions that are made available online as part of the Software. The Software will be hosted either on Accessible Solutions' servers or the servers of a third party that is in the business of hosting web- or cloud-based applications. Use of the Software is subject to the following terms and limitations:
- (a) **Use of Software.** Use of the Software is limited to Customer's own internal business. Customer is granted the right to authorize Users to access and use the Software and related materials that Accessible Solutions makes available as part of the Software. Customer and Users are authorized to use the Software only as part of the Software, except as otherwise specifically set forth in this Agreement.
 - (b) **Updates.** Customer acknowledges and agrees that the Software and other materials made available by Accessible Solutions as part of its Services may be updated and modified from time to time by Accessible Solutions, in Accessible Solutions' sole discretion.
 - (c) **Restrictions.** Customer will not reverse engineer, disassemble, decompile, or otherwise attempt to derive source code, trade secrets, algorithms, programming methods or Confidential Information from the Software. Customer will not modify or create derivative works of the Software or use it to build a competitive product or service, or copy any features, functions or graphics of the Software or Accessible Solutions' website. If any affiliates of Customer are using the Software pursuant to this

Agreement, Customer is responsible for ensuring its affiliates' compliance with the terms of this Agreement.

- (d) Users. Customer is responsible for ensuring that its Users comply with the applicable terms and limitations in this Agreement.
- (e) Third-Party Software. Any open source components of the Software are subject to the applicable third-party license or subscription terms; Accessible Solutions will use reasonable efforts to provide a list of such open source components and license terms to Customer upon request. Other Third-Party Software that is embedded in the Software or is provided by Accessible Solutions as an integrated part of the Software, is provided by Accessible Solutions to Customer pursuant to the applicable terms of this Agreement, unless a separate third-party license or subscription agreement for such Third-Party Software is provided to Customer in advance. Third-Party Software is authorized only for use in connection with the Software, unless otherwise permitted under an open source license.

3. Other Services.

- (a) Technical Support and Maintenance. Accessible Solutions will provide Customer with technical support and maintenance Services to assist Customer in utilizing the Software, in accordance with Accessible Solutions' then-current support policies [and the SLA].
- (b) Professional Services. Upon Customer's request and subject to a separate written Statement of Work ("**SOW**") or Order Form between the parties, Customer may purchase training, consulting services, or other professional Services from Accessible Solutions. All such Services are subject to the terms and conditions set forth in the applicable SOW or Order Form as well as the terms and limitations of this Agreement, to the extent not conflicting with such SOW or Order Form.

4. Ownership.

- (a) Accessible Solutions Ownership. Accessible Solutions owns and retains all right, title and interest in and to the Software, including the Software and Documentation, text, graphics, logos and images, Accessible Solutions' trademarks and service marks, website and its contents, any custom developments, Software updates, training and other written or electronic documents and materials produced by Accessible Solutions that relate to the Software, and all intellectual property rights in the foregoing. The Software and any other materials made available to Customer by Accessible Solutions may be used by Customer and Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved to Accessible Solutions.
- (b) Customer Ownership. As between the parties, Customer owns and shall retain all right, title and interest in and to all Customer Data, as well as the contents of any reports or forms generated by the Software that are specific to Customer. Accessible Solutions has the right to use, process and disclose Customer Data as necessary to provide the Services to Customer, to comply with legal obligations, and exercise its legal rights.

- (c) Usage Data. The Software tracks metadata and other statistical and usage data related to Customer's and Users' use of the Software ("**Usage Data**") and provides such data to Accessible Solutions. Accessible Solutions shall own such Usage Data, provided that any Customer Data used in creating the Usage Data is included only in aggregated and/or anonymized form so that it is not identifiable as to Customer or any individual person. Accessible Solutions may collect, aggregate, use, distribute and sell such Usage Data for any legal purpose, including without limitation for the purposes of providing services and improving the Software and Accessible Solutions' products and services generally.
- (d) Feedback. Accessible Solutions shall have a royalty-free, worldwide, irrevocable, perpetual license to use Customer's and Users' recommendations and other feedback and incorporate it into Accessible Solutions' software, products and services. Accessible Solutions shall exclusively own all right, title and interest in and to all software and intellectual property developed by it, regardless of whether it is based on or incorporates any such feedback.
5. Fees.
- (a) Fees. Customer's fees for access to the Software and for other services are set forth in the applicable Order Form and/or SOW (collectively, the "**Fees**").
- (b) Past Due Amounts. If any amounts owed by Customer are 30 or more days overdue, Accessible Solutions may, without limiting its other rights and remedies: (i) charge interest at the rate of 1% per month or the highest rate permitted by law, whichever is less, on the past due amounts; (ii) terminate this Agreement under Section 6(b) and accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable, and/or (iii) suspend Customer's and its Users' access to the Software until such amounts are paid in full.
- (c) Disputed Amounts. Customer will not withhold any undisputed portion of any amounts payable hereunder but may withhold disputed amounts upon written notice of a dispute. Customer must notify Accessible Solutions of a disputed invoice within 60 days of the date of such invoice, or the right to dispute it will be waived.
- (d) Taxes. Customer is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on Accessible Solutions' net income. If Customer is a tax-exempt entity, Customer must provide a tax-exemption certificate to Accessible Solutions.
- (e) Other. All amounts paid under this Agreement are payable in U.S. dollars. All payments are non-refundable, other than as expressly set forth in this Agreement.
6. Term and Termination; Suspension.
- (a) Term. This initial term of this Agreement is as stated in the applicable Order Form, subject to prior termination as set forth below. After such initial term, this Agreement will automatically renew for additional 12 month renewal terms. Customer must notify Accessible Solutions of its intention not to renew at least 30 days prior to the expiration of the then-current initial or renewal term. Accessible Solutions must notify

Customer of its intention not to renew at least three (3) months prior to the expiration of the then-current initial or renewal term.

(b) Termination for Cause. Either party will have the right to terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to 30 days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs.

(c) Effect of Termination. Upon the effective date of expiration or termination of the Agreement: (i) Customer's right to use the Software and all Accessible Solutions Confidential Information will end; (ii) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement; and (iii) any SOW not fully completed at the time of termination shall terminate automatically, unless otherwise agreed by the parties in writing. Termination shall not relieve Customer of its obligation to pay all charges that accrued prior to such termination. Sections 2(c), 2(d), 4, 5, 6(c), 7, 8, 11, 12 and 15 will survive termination of this Agreement, together with such other sections or terms as by their meaning or intent should survive termination.

(d) Suspension of Software Access. Accessible Solutions may suspend Customer's and its Users' access to the Software if Customer is in material breach of this Agreement, including any non-payment of fees, subject to 7 days' prior written notice and opportunity to cure such breach. Accessible Solutions may also immediately suspend Customer's or a User's access to the Software, without prior notice, if continued use creates a substantial risk to the security or integrity of the Software or may result in material harm to the Software, Accessible Solutions, or other customers of Accessible Solutions. Accessible Solutions will promptly notify Customer of the suspension. Accessible Solutions will limit the suspension in time and scope as reasonably necessary under the circumstances. Accessible Solutions shall have the right to monitor use of the Software to verify compliance with the Agreement.

7. Confidential Information. The receiving party of Confidential Information (i) shall not disclose Confidential Information or any information derived therefrom to any person, other than employees and independent contractors with a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose, except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection.

8. Customer Data and PHI.

(a) Customer Data. Customer is responsible for entering Customer Data into the Software and ensuring such Customer Data is complete and accurate and that Customer has the legal right to share the Customer Data (including PHI and personal data) with Accessible Solutions. Customer grants to Accessible Solutions a non-exclusive right to

process Customer Data solely to provide Services to Customer and support the Software. Customer owns its data hosted by Accessible Solutions.

- (b) Personal Data and PHI. Customer will collect and maintain all personal data and PHI contained in the Customer Data in compliance with applicable data privacy and protection laws and regulations. Accessible Solutions will protect PHI in accordance with the terms of the BAA attached as Schedule B or such other BAA as the parties may agree to in writing.
- (c) Reasonable Safeguards. Each party will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data in its control, including Personal Data. Customer will also maintain commercially reasonable safeguards and standards for the security of access to the Software and Users' passwords.

9. Customer's Warranties. Customer represents and warrants to Accessible Solutions that:

- (a) the Customer Data and any other materials or information provided by Customer to Accessible Solutions in connection with this Agreement will not violate any third party's privacy or intellectual property rights; and that Customer has all necessary rights and consents required to upload all Customer Data, including Personal Data and PHI, into the Software and provide such Customer Data to Accessible Solutions; and
- (b) Customer and its Authorized Users will use the Software only in a manner that does not violate any law or regulation.

10. Accessible Solutions Warranties and Disclaimers.

(a) Accessible Solutions Warranties. Accessible Solutions warrants to Customer as follows:

- (i) during the Term, the Software, when used properly and in accordance with its Documentation and this Agreement, will comply in all material respects with its Documentation; and
 - (ii) Accessible Solutions will: (i) perform the Services in a professional manner consistent with the standards of Accessible Solutions' industry using appropriately trained and qualified personnel; and (ii) perform the Services in compliance and in accordance with the provisions of this Agreement and the applicable SOW(s) and Schedule(s) in all material respects. Customer must report any breach of warranty to Accessible Solutions in writing within 60 days of the earlier of Accessible Solutions' completion of the Services or Customer's discovery of the defect in the Services. Customer's sole and exclusive remedies and Accessible Solutions' entire liability for breach of this warranty will be: (i) to re-perform the defective Services; or (ii) if such re-performance does not occur or does not cure the breach, to refund the amounts paid by Customer for the defective Services.
- (b) Exclusions. Accessible Solutions' warranty under Section 10(a)(i) will not apply if (i) the Software is not used in accordance with this Agreement or any applicable

Documentation; (ii) any non-conformity is caused by Customer, or by any product or service not provided by Accessible Solutions; (iii) without the direct involvement of Accessible Solutions personnel, the Software or parts of the Software are configured solely by Customer or a third party; (iv) Customer is not on a version of the Software for which Accessible Solutions provides maintenance and support; or (v) the Software was provided for no fee.

(c) Remedies. In the event of a breach of the warranty in Section 10(a)(i), Customer shall contact Accessible Solutions' designated support personnel within 30 days of Customer's discovery of the breach. Customer's sole and exclusive remedies and Accessible Solutions' entire liability for breach of this warranty will be: (i) at Accessible Solutions' option, to repair any material, reproducible deficient functionality of the Software, or to replace such defective functionality with reasonably equivalent functionality; or (ii) if Accessible Solutions is unable or fails to cure the warranty breach within a reasonable time, Accessible Solutions or Customer may terminate this Agreement upon 15 days' prior written notice and Accessible Solutions shall refund Customer's prepaid subscription fees, from the date the Software was unable to perform as warranted. Any such termination by Customer must occur within three months of the initial occurrence of the warranty breach.

(d) Limitation of Warranties. **Except as expressly set forth herein or agreed in writing by an authorized official of Accessible Solutions, the Software and all other Accessible Solutions products and Services are provided "AS IS". Open source copyright holders have no liability to Customer for any reason. ACCESSIBLE SOLUTIONS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE, whether arising by law, by reason of custom or usage of trade, or by course of dealing. Accessible Solutions does not warrant that the Software or its Services are error-free. Accessible Solutions is not responsible or liable for any problems or interruptions in access to the Software due to issues with third-party hosting services or Internet service providers. Hardware, Third-Party Software, and hosting services are covered only by the manufacturers or third-party software or service provider's warranty or service level agreement (SLA). Warranties are not transferable to a third party, other than in connection with assignment of this entire Agreement under Section 14.**

11. Indemnification.

(a) Accessible Solutions Indemnity. Accessible Solutions shall defend Customer against or settle at its option any suit or proceeding alleging that the Software infringes any third party copyright or patent that has issued as of the Effective Date, and indemnify Customer against and pay any liabilities, damages, costs and expenses (including reasonable attorneys' fees) finally awarded therein or paid in settlement. If the Software is finally held or believed by Accessible Solutions to infringe or its use by Customer is enjoined, Accessible Solutions may obtain a license or grant of rights under the rights that have been infringed, modify the Software so it is noninfringing or provide to Customer a substitute Software that is noninfringing. If the foregoing

options are not commercially reasonable, Accessible Solutions may terminate the right to access the affected Software upon written notice to Customer, and in such event shall refund any prepaid and unearned fees. Accessible Solutions shall have no liability for infringement based upon (i) modification of the Software by any party other than Accessible Solutions, (ii) infringement by any Third-Party Software or other third-party product (even if integrated into the Software or otherwise provided to Customer by Accessible Solutions), (iii) the combination or use of the Software with any other software, product, equipment, or process not furnished by Accessible Solutions (including any materials provided by Customer), (iv) arising out of Accessible Solutions' compliance with Customer's designs, specifications or instructions, or (v) use of the Software in a manner for which it was not designed or that violates the terms of this Agreement. **THIS SECTION STATES ACCESSIBLE SOLUTIONS'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM FOR INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. ACCESSIBLE SOLUTIONS IS NOT RESPONSIBLE FOR THE COSTS OF OBTAINING A SUBSTITUTE SERVICE OR PRODUCT.**

- (b) Customer Indemnity. Customer shall defend Accessible Solutions against or settle at its option any suit or proceeding alleging that the Customer Data infringes any third party privacy or intellectual property rights, or that Customer has violated any law or regulation in the manner in which it has used the Software, and indemnify Accessible Solutions against and pay any liabilities, damages, costs and expenses (including reasonable attorneys' fees) finally awarded therein or paid in settlement.
 - (c) Indemnification Procedure. A party must (i) promptly notify the other party of any claim for which it believes it is entitled to be indemnified, (ii) grant the indemnifying party sole control of the defense of the claim and all related settlement negotiations, and (iii) provide the indemnifying party with the assistance, information and authority necessary to perform the above, at the indemnifying party's expense. The indemnified party may, at its option and expense, be represented by separate counsel in any such action.
12. Limitations of Liability. **IN NO EVENT SHALL EITHER PARTY, OR ACCESSIBLE SOLUTIONS'S LICENSORS OR AFFILIATES, BE LIABLE FOR LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SOFTWARE OR SERVICES, INCLUDING WHERE SUCH TYPES OF DAMAGES RELATE TO THE ACCIDENTAL OR UNLAWFUL DESTRUCTION, LOSS, ALTERATION, UNAUTHORIZED DISCLOSURE OF, OR ACCESS TO PERSONAL DATA, REGARDLESS OF WHETHER SUCH PARTY HAS NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE, AND REGARDLESS OF THE THEORY OF LIABILITY. ACCESSIBLE SOLUTIONS'S AND ITS LICENSORS' AND AFFILIATES' TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED (i) IN THE CASE OF CLAIMS ARISING OUT OF OR RELATED TO PROFESSIONAL SERVICES, THE TOTAL AMOUNTS PAID FOR THE SERVICES IN QUESTION; AND (ii) FOR ALL OTHER CLAIMS OR DAMAGES, THE AMOUNT OF SUBSCRIPTION FEES CUSTOMER HAS PAID TO ACCESSIBLE SOLUTIONS DURING THE 12 MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. Accessible Solutions will not be liable for any damages caused by or relating to any**

Software or Services provided for no fee. The Agreement allocates the risks between Accessible Solutions and Customer, and the fees for the Software and Services reflect this allocation of risk and limitations of liability. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.

13. Publicity. Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that Accessible Solutions may use Customer's name in customer listings or calls with its investors or affiliates, or at times mutually agreeable to the parties, as part of Accessible Solutions' marketing efforts (including reference calls and stories, press testimonials, site visits, and various conferences participation).
14. Assignment. Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of Accessible Solutions. This Agreement shall inure to the benefit and be binding upon the successors and permitted assigns of the parties.
15. General.
 - (a) Entire Agreement; Amendment. This Agreement, including the attached schedules and any related Order Forms and SOWs, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Any preprinted terms in a purchase order submitted by Customer to Accessible Solutions are expressly agreed to be of no force or effect. This Agreement may not be amended except by a writing signed by authorized representatives of both parties.
 - (b) No Waiver. Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.
 - (c) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah, excluding conflicts of law's provisions. If any dispute arises concerning this Agreement and/or Accessible Solutions' products or services, venue shall be laid in Salt Lake County, Utah. Utah state and federal courts shall have exclusive jurisdiction over any such dispute, and the parties hereby consent to the jurisdiction and venue of such courts. In lieu of resolving the dispute in a competent court in Utah, the parties, through written agreement, may agree to submit the dispute to binding arbitration by a single arbitrator, who must be a licensed attorney familiar with Utah law as well as software-related law, with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The arbitration will be held in Utah or may be held via a teleconference upon request of either of the parties. The arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the arbitrator may be entered in any Court of competent jurisdiction. Either party must

initiate a cause of action for any claim(s) relating to the Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

- (d) Severability. If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.
- (e) Export Compliance. Customer may not use, export or re-export any of the Software's data, software, content or materials in any form in connection with this Agreement in violation of U.S. export laws and regulations, or without first obtaining the appropriate authorizations.
- (f) Notices. All notices required under this Agreement will be in writing and will be delivered personally, mailed by registered or certified mail with a return receipt requested, sent by commercial overnight delivery service with provisions for a receipt, or sent by e-mail, to the address of the receiving party first set forth above or such other address a party may specify by written notice. Notices shall be presumed to have been received by the other party (i) upon receipt if sent by hand delivery, registered or certified mail, or delivery service; or (ii) if sent by email, upon confirmation of receipt by non-automated means.
- (g) Independent Contractors. The parties are independent contractors. Customer is not an agent of Accessible Solutions and will not represent to any third party that it is an employee or agent of Accessible Solutions. Customer shall have no authority to enter into any contract on behalf of Accessible Solutions.
- (h) Injunctive Relief. Each party acknowledges that the other party's intellectual property and Confidential Information is highly valuable to the other party, that any breach of such party's obligations with respect to confidentiality and/or use of the other party's intellectual property may severely damage the other party, the extent of which damage would be difficult to ascertain and, therefore, that the other party is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.
- (i) Force Majeure. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. The affected party shall resume performance as soon as is reasonably feasible.
- (j) Non-Solicitation. During the term of this Agreement and for a period of 12 months after the termination of this Agreement, unless Accessible Solutions gives its prior written consent, neither Customer nor any of its affiliates shall directly or indirectly solicit for

employment or offer employment to any individual who is then employed or engaged by Accessible Solutions or was so employed or engaged by Accessible Solutions within the prior 6 months. However, this Section shall not prohibit the use of any public and open job postings or advertisements not specifically directed to an employee of Accessible Solutions.

- (k) Electronic Signatures and Delivery; Signature Authority. This Agreement and any other documents to be delivered in connection herewith may be electronically signed and delivered. The person signing this Agreement and any related contract documents on behalf of Customer represents that he or she has the authority to bind Customer.

Lumpkin County Board of Commissioners

Accessible Solutions, LLC

By: _____
Signature

By: _____
Signature

Title: _____

Title: _____

Date: _____

Date: _____

ACCESSIBLE SOLUTIONS SCHEDULE A – ORDER FORM AND STATEMENT OF WORK

Accessible Solutions Reference No.: LUMPKINCOUNTY032023

Order Form and Statement of Work for Accessible Solutions Application(s) Subscription
Service and Professional Services

Between

Accessible Solutions, LLC.
840 North Cocoa Blvd., Suite D
Cocoa, Florida 32922
("Accessible Solutions")

And

Lumpkin County Board of Commissioners
266 Mechanicsville Rd
Dahlonega, GA 30533 ("Customer")

1. ORDER FORM AND AGREEMENT TABLE OF DOCUMENTS:

This Schedule A – Order Form and Statement of Work (the "**Order Form**") is an offer by Accessible Solutions. When signed and returned to Accessible Solutions by Customer on or prior to the offer expiration date below, it becomes a binding agreement for the Accessible Solutions Subscription Service and applicable Professional Services listed in this Order Form and is effective on the Effective Date designated in the SaaS Agreement.

Offer Expiration Date: March 31, 2023

This Order Form is governed by and is incorporated into the Agreement between the Parties, which consists of the following documents. However, if any terms and conditions of any of the other Agreement documents conflict with the terms and conditions of this Order Form, this Order Form will control. All documents listed in the following table are collectively referred to as the "**Agreement**."

AGREEMENT DOCUMENTS	PURPOSE
Schedule A – Order Form and Statement of Work (SOW) (collectively, "Order Form")	Defines what Customer has purchased from Accessible Solutions, whether the Subscription Service or Professional Services or both, and some of the various terms and conditions for those purchases, particularly financial terms and Subscription Term dates for the Subscription Service. The SOW portion defines the applicable Professional Services (" Services ") that Accessible Solutions shall provide to Customer that are subject to the terms and conditions of the Agreement.

SaaS Services Agreement (the "SaaS Agreement")	Defines the general terms and conditions applicable to the Subscription Service as well as the terms and conditions for all applicable Professional Services that Accessible Solutions shall perform for Customer.
Exhibit A Service Level Agreement (SLA)	Defines the service level agreements for the Subscription Service, including Application(s) maintenance and support offerings.
Exhibit B - Business Associate Agreement (BAA)	Defines the terms and conditions for how Accessible Solutions will handle all PHI that Accessible Solutions may receive or access from Customer, subject to HIPAA.

Customer has had the opportunity to review the referenced Agreement documents prior to executing this Order Form. All capitalized terms used and not defined in this Order Form have the same meanings as stated in the SaaS Agreement.

2. ACCESSIBLE SOLUTIONS APPLICATION(S) AND PROFESSIONAL SERVICES:

2.1 AUTHORIZED ADMINISTRATORS AND CUSTOMER LOCATION: Customer will specify system administrator contacts for system notices as stated in the Agreement, as well as a contact for order confirmation. Customer has provided its primary access location as the one listed in the Signatures page herein. This is the primary (but not the only) location from which Customer and its Authorized Users will access the Application(s). If Customer does not provide a primary access location, Accessible Solutions will incorporate a default primary access location to Customer's sold-to address. The primary access location is used by Accessible Solutions for the determination of any applicable taxes.

2.2 ACCESSIBLE SOLUTIONS APPLICATION(S) ORDER: The Accessible Solutions Pricing Table within Section 2.5 herein provides the purchased Application Subscription Service(s), Usage Metrics, Subscription Term, and fees.

(A) For the SaaS services, the initial term of Customer's SaaS Agreement (the initial term together with any renewal terms is referred to as the "**Subscription Term**") will begin on the start date and will be effective until the end date specified below, unless otherwise renewed or terminated as set forth in the SaaS Agreement.

(i) Customer's Subscription Term Start Date: **4/1/2023**

(ii) Customer's Subscription Term End Date: **5/31/2023**

(B) The Subscription Term will automatically renew for one year renewal terms unless (i) Customer notifies Accessible Solutions of its intention not to renew at least one month in advance of the expiration of the then-current Subscription Term, or (ii) Accessible Solutions notifies Customer of its intention not to renew at least three months prior to the expiration of the then-current Subscription Term.

2.3 EXCESS USE: The Subscription Service and Customer's use of the Application(s) are subject to the terms and conditions of the Agreement, including the Usage Metrics stated herein. Any use of the Application(s) that exceeds the Usage Metrics will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form

to document subscriptions for additional Usage Metrics. Accessible Solutions may invoice and Customer will pay for excess use based on the applicable pricing specified in an Order Form.

2.4 ACCESSIBLE SOLUTIONS PROFESSIONAL SERVICES: When applicable, the Accessible Solutions Pricing Table in Section 2.5 on the following page shows the purchased Subscription Service(s), non-recurring Services, and fees. Accessible Solutions will provide the Services subject to the terms of this Order Form and the Agreement. Accessible Solutions' obligation to provide the Subscription Service and other Services will end upon expiration of the Subscription Term unless otherwise stated herein or within the Agreement.

2.5 ACCESSIBLE SOLUTIONS PRICING TABLE:

ServTracker™ Budget Line Items	Unit Price	Qty	April	May
Monthly Licensing Fees*				
ServTracker - Opt One Pricing (1-10 users)	\$ 50.00	1	\$ 50	\$ 50
Monthly Licensing Fees Total			\$ 50	\$ 50
One-Time Fees (Set-up, Configuration, Equipment)				
ServTracker Setup Fee - Opt 1 (users)	\$ 300.00	1	\$ 300	\$ -
One-Time Fees Total			\$ 300	\$ -
Contract Total by Month			\$ 350	\$ 50
* Special pricing for single user through remaining initial first year contract. Setup fee and one month user fee of \$350. May will have another \$50 user fee. For a total of \$400 at signing for the two month period. In May the contract renewal will be created.				

3. PAYMENT AND INVOICES

3.1 FEES AND INVOICING: Unless this Order Form states otherwise, when applicable, annual fees for the Application(s) Subscription Service following the first year of the Subscription Term will be invoiced by Accessible Solutions and paid by Customer per year in advance on a Net-30 payment schedule. Fees for all Services will be invoiced by Accessible Solutions and shall be paid by Customer within thirty (30) days of the date of the invoice, unless otherwise stated herein. Customer purchase orders are for administrative convenience and are not a condition of payment. Unless otherwise stated herein, payment for Subscription Service(s) fees is not dependent upon completion of any Services. Customer may not withhold any amounts due hereunder and Accessible Solutions reserves the right to cease work without penalty if amounts are not paid when due. Any late payment will be subject to any costs of collection and will bear interest at the rate of one (1) percent per month or a fraction thereof until paid. Accessible Solutions may provide invoices to an email address provided by Customer. Unless otherwise negotiated by the Parties, except for fee increases applied under Section 3.2, Subscription Service fees for renewal terms will be equal to the fees for the immediately preceding term for the same Application(s) and Usage Metrics. Pursuant to IRS guidelines, Customer will reimburse Accessible Solutions for all pre-approved (by Customer) and appropriately-documented travel costs and related expenses incurred by Accessible Solutions in performing any Services. Prices quoted for Services for implementations may include two visits to Customer location(s); however, onsite visits may not be necessary for other types of Services. Onsite meetings will require reimbursement to Accessible Solutions

for its reasonable and necessary costs of travel, which is generally \$1,500 (flat rate) for each visit, and out-of-pocket costs for photocopying, overnight courier, unusual long-distance telephone calls, and the like. All non-local trips must be approved by Customer before commencing. Any applicable sales tax is to be paid by Customer.

3.2 FEE INCREASES: At the beginning of each renewal term, which follows the initial Subscription Term provided in Section 2.2(A) above, Accessible Solutions may increase fees to reflect annual increases in consumer and business prices or costs. This increase will not exceed 4.0% per annum unless Accessible Solutions provides at least sixty (60) days of notice of an increase exceeding 4.0% per annum before the next annual period of the Subscription Term begins. The increase is applied on a cumulative, year-over-year basis beginning on either the start of the preceding term or date of last increase, whichever is later. Not raising fees is not a waiver of Accessible Solutions' right to do so at a later date.

3.3 PRICE AND INVOICES: The first-year (a.k.a., "Y1") contract amount, pursuant to this Order Form is:

\$400 – Due at Contract Execution

Years two and beyond will be billed in one annual payment per year in advance, pursuant to the pricing provided within this order form. As part of the contract process, Customer will supply Accessible Solutions a copy of its sales and use tax exemption certificate, when applicable. First-year contract fees will be invoiced according to the following payment schedule:

Year 1 User Licenses & Set-Up Fees:	\$400
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4. STATEMENT OF WORK FOR IN-SCOPE PROFESSIONAL SERVICES

4.1 SCOPE OF WORK PREAMBLE: This Section 4 lists the contracted project Services associated with the Accessible Solutions product(s) that are in scope for Customer. For each of the Services listed in Section 4.2 and its subsections (if applicable), Accessible Solutions has estimated a number of Services hours. The total amount of Services hours for the project may not be exceeded without a change order and its associated pricing being mutually approved by the Parties as set forth in Sec. 4.5. For each of the Services provided, the hours may increase or decrease, based upon the requirements of the project engagement, but the total amount of hours quoted will not increase or decrease without a mutually-approved change order. When the total amount of pre-ordered Service hours for the project have been exhausted, Accessible Solutions will cease all Services work unless a mutually-approved change order is executed by the Parties for Accessible Solutions to provide additional Services. If Accessible Solutions has satisfactorily completed all project tasks without exhausting the total amount of Services hours for the project, Customer will receive a credit or refund (when applicable) for those remaining hours, or Customer will not be invoiced for those remaining hours.

Customer is required to promptly communicate with Accessible Solutions regarding project implementation matters. Customer's failure to do so may result in Customer being billed for the remaining Service hours contracted for by Customer, as set forth in Section 3.3 of the SaaS Agreement.

Accessible Solutions' Services process may involve formal scoping and discovery work with Customer that may result in the drafting of a requirements document or project plan or both, as mutually approved by the Parties. Upon approval of a requirements document or project plan, this Order Form shall be amended, if appropriate, to ensure consistency with the requirements document or project plan or both. The Services to be delivered by Accessible Solutions for this engagement are provided in Section 4.2 below.

4.2 SCOPE OF PROFESSIONAL SERVICES:

N/A

4.2.1 PROJECT MANAGEMENT SCOPE:

PLANNING: Accessible Solutions project management responsibilities may include the following activities throughout the project life cycle:

- Creation of a Dropbox or SharePoint secure site to store data transfer information, discovery documentation, project plans, Customer workflows, forms and reports, and the like.
- Defining and clarifying project scope;
- Creating a risk assessment strategy to identify project risks and their mitigation plans;
- Developing and managing the overall project plan;
- Identifying key milestones; and
- Establishing project governance structure to review project progress and channel escalations.

ORGANIZING: With Customer's structure in mind, Accessible Solutions project management may organize the project by:

- Working with Customer to define the organizational structure of the project team;
- Identifying roles and responsibilities;
- Identifying services to be provided by external companies and vendors;
- Working with Customer to staff project positions; and
- Procuring sign-off documents, including:
 - Configuration sign-off: Accessible Solutions sign-off required before final Customer testing begins;
 - Testing sign-off: Accessible Solutions sign-off required before Accessible Solutions can migrate to *Production*; and
 - Production readiness sign-off.

LEADING: Accessible Solutions project management will work with Customer's project team to provide clear and consistent communication, with activities to drive the project, which may include:

- Managing conflict resolution and triaging project escalations; and

- Setting team direction:
 - Coordinating activities across different organizational functions; and
 - Assigning resources appropriately.

CONSULTING: Accessible Solutions project management may incorporate measuring, evaluating, and correcting project progress throughout the project timeline by:

- Developing weekly status reports to summarize progress, high-lighting risks and issues, and defining next steps and Customer action items;
- Conducting weekly status meetings to discuss action items and tasks scheduled for completion in the upcoming weeks;
- Conducting weekly configuration/functional calls that may be driven by an Accessible Solutions project manager (PM) with Customer's PM receiving feedback on issues/risks/action items;
- Having internal stakeholder meetings that will be driven by Customer's PM with the Accessible Solutions PM receiving feedback on the outcome of the meeting and status on action items/risks; and
- Ensuring that Customer's PM facilitate meetings with third-party vendors as needed.

4.2.2 DATA CONVERSION (EXTRACT, TRANSFORM, AND LOAD) SERVICES:

1. It is Customer's responsibility to map the data from its source system to Accessible Solutions' specifications. Accessible Solutions will not fix, map, or modify any incoming data.
2. Customer will choose one of three formatting options for the incoming data (Excel, SQL staging, or SQL target). Once the Extract, Transform, and Load ("ETL") process has begun, the format cannot be changed. Requests for format changes after the ETL process has begun may be subject to additional charges via a change order (the form of which is provided herein).
3. The task of validating the data is the responsibility of Customer. Accessible Solutions will provide import results and guidance to assist with the validation, but the actual validation must be conducted by Customer.
4. Once Customer's system has gone live, Accessible Solutions will consider the ETL to be complete. Any request for imports to occur after go-live may be subject to additional charges.
5. Customer should communicate with the ETL team via the project manager, who is primarily responsible for answering Customer questions and monitoring the time spent on the project overall.
6. Any scheduled meeting time specifically dedicated to the ETL project should be reserved for questions and/or troubleshooting that requires the attention of Accessible Solutions' resources. Customer is responsible for having internal discussions, as much as possible, outside of these scheduled meeting times.

4.3 HIGH-LEVEL PROJECT ATTRIBUTES AND ASSUMPTIONS:

- Application(s) will be deployed in U.S. English only.

- Accessible Solutions did not conduct a detailed scoping session to determine project scope; Accessible Solutions is assuming that the proposed project scope will meet Customer's requirements.
- Application(s) will be configured in *Test*, *Train*, and *Production* databases only.
- Customer will identify a small number of system administrators to support the software after the project described in this Order Form is complete; they will be responsible for ongoing employee data uploads and general user-support questions.
- When necessary, Customer's project manager ("PM") will work with Accessible Solutions to establish a project plan and manage issues and action items throughout the project.
- Customer will ensure its staff has the appropriate skills and experience to complete assigned project tasks. If any Customer personnel fail to perform as required, Customer will provide suitable additional or alternative staff.
- Unless otherwise stated within this Order Form, for any Services work that involves field-mapping for reports, whether reports customizations or configurations or SSRS MS report training within the Accessible Solutions Application(s), Customer is responsible for that field-mapping.
- Customer is responsible for all decommissioning activities to legacy applications and services.
- Customer will be responsible for communicating the vision, goals, and business case of the program to applicable employees; Accessible Solutions does not provide change management services.
- This Order Form is based on current Application(s) features only; configuration of future enhancements or enhancements released during the duration of the project are not included.

4.4 MUTUAL COOPERATION: Customer acknowledges that its Cooperation, as described in Section 12.10(b) of the Agreement, is essential to Accessible Solutions' timely performance of its Services. In the event of a suspension of this project for failure to provide Cooperation, Customer will have the option to engage Accessible Solutions to complete the project upon the execution of a mutually-approved Order Form and SOW subject to Accessible Solutions' then-current Services rates.

4.5. PROJECT CHANGE CONTROL AND CHANGE ORDERS: Throughout this project, new information may surface that may necessitate a change in business requirements or a change in the technical environment. These changes may result in a change in project scope and therefore affect the estimated level of effort, project timeline, or software features. Any such changes will require a change order, which either Customer or an Accessible Solutions team member will complete, using Accessible Solutions' change order form unless otherwise mutually agreed. Change orders may result in additional fees. Accessible Solutions may also charge for the time required to scope complex requests. Accessible Solutions will advise Customer of the price estimate if a charge will apply.

If Customer initiates a change order request, Customer is required to complete the change order request and submit such change order request to Accessible Solutions for review.

Accessible Solutions will not be responsible for drafting change order requests if Customer's employees, contractors, or agents orally communicate a change order request to Accessible Solutions.

A completed change order form includes the requested change, the impact on the current engagement, and the estimated resources, time, and fees to implement the change order. A Party will submit the completed change order form to the other Party for review and approval. If either Party submits a change order to the other Party and the other Party does not approve the change order form in writing within ten (10) business days, the change order form will automatically expire unless the Party providing the proposed change order has extended the period of acceptance in writing. Upon written approval, the Accessible Solutions team will begin work on the requested change according to the agreed-upon schedule.

4.6 ISSUE MANAGEMENT: The goal of issue management is to prevent issues from having an adverse effect on the project. The resolution of an issue could affect any aspect of the project including scope, costs, benefits, risks, project organization, and schedule. It is critical to identify and document issues as early as possible, assign ownership, define follow-up dates, and track issue resolution. Accessible Solutions will track issues using a project issues log. High-impact issues could have an adverse impact on project schedule and overall success. The team should track high-impact issues closely. If an issue is categorized as high impact, the team should escalate it within the project structure so that it is visible to executive management and every effort is made to resolve it.

SIGNATURE PAGE

The Parties agree that a facsimile of this Order Form shall be considered as the original, and that such facsimile, when counter-signed by the other Party, and any copy thereof, shall be as legally binding as the original.

AGREED AND ACCEPTED:

Lumpkin County Board of Commissioners

ACCESSIBLE SOLUTIONS, LLC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Lumpkin County Board of Commissioners

Accessible Solutions, LLC.

266 Mechanicsville Rd

840 North Cocoa Blvd., Suite D

Dahlonega, GA 30533

Cocoa, Florida 32922

SCHEDULE B

BUSINESS ASSOCIATE ADDENDUM

The parties to the Agreement, Accessible Solutions, LLC. (herein "Business Associate") and the Customer identified in the Agreement (herein "Covered Entity"), are committed to complying with applicable federal statutory and regulatory requirements relating to the access, use and disclosure of Protected Health Information (or "PHI"), including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, and the Security Standards, collectively codified at 45 C.F.R. Parts 160, 162 and 164 (respectively the "Privacy Standards" and "Security Standards") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act, as set forth in Subtitle D of the American Recovery and Reinvestment Act of 2009 ("HITECH").

To ensure such compliance, this Business Associate Addendum (or "BAA") sets forth the terms and conditions pursuant to which Protected Health Information ("PHI") that is provided to, or created or received by, Business Associate from or on behalf of Covered Entity will be handled. Unless otherwise defined in this BAA, all capitalized words, like PHI, have the meanings set forth in the HIPAA Privacy and Security Rules, 45 C.F.R. Parts 160, 162 and 164, as modified from time to time.

1. Definitions.

- a. "Electronic Health Record" shall have the same meaning as the term "electronic health record" in the American Recovery and Reinvestment Act of 2009, § 13400(5).
- b. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 and regulations issued thereunder, as may be expanded by HITECH.
- c. "Protected Health Information" or "PHI" has the meaning given to Protected Health Information in the HIPAA Rules. For purposes of this BAA, "PHI" is limited to PHI that is provided, created, exchanged or received by or between Business Associate and Covered Entity.
- d. Other Terms. The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information (or "Electronic PHI"), Electronic Transactions Rule, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Transaction, Unsecured Protected Health Information, and Use.
- e. Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as then in effect or as amended.

2. Scope. This BAA sets forth the terms and conditions pursuant to which any and all PHI will be handled. Business Associate and Covered Entity will comply with all applicable laws, including those governing the creation, use, disclosure, access, storage, and maintenance of PHI.

3. Duties and Responsibilities of Business Associate: Business Associate agrees to:

- a. Use and Disclosure of PHI. Not Use or Disclose PHI other than as permitted or required by this BAA, as set forth in Section 4.a below, or as required by applicable law;
- b. Safeguards. Use reasonable and appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 and HITECH with respect to electronic PHI, to protect the security of all PHI against Security Incidents, prohibited Uses or Disclosures of PHI or other misuse of PHI, as required by the HIPAA Rules;
- c. Required Reporting. Report to Covered Entity, within thirty (30) days, any prohibited Use or Disclosure of PHI of which Business Associate becomes aware, by Business Associate, any of its employees, Subcontractors or agents, or any third party receiving or obtaining such PHI from or through Business Associate, including Breaches of Unsecured Protected Health Information, in addition to any other reporting obligations of Business Associate under the HIPAA Rules, as well as any Security Incident of which it becomes aware; provided, however, that the parties acknowledge and agree that from time to time Unsuccessful Security Incidents may occur, that this section constitutes notice to Covered Entity with respect to such incidents, and that no additional notice to Covered Entity is required for such incidents. "Unsuccessful Security Incidents" means any pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and/or comparable attacks or attempts, as long as no such incident results in unauthorized access, Use or Disclosure of PHI. Such reports will include a description of the PHI used or disclosed and the nature of the Use or Disclosure, to the extent such information is known by Business Associate;
- d. Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI or Electronic PHI on behalf of Business Associate agree to same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI or Electronic PHI; including the obligation to report to Business Associate any instances of which it is aware of violation of the agreement with respect to PHI or Electronic PHI;
- e. Individual and Third Party Requests. If Business Associate receives a request from an Individual or any third party to inspect, obtain a copy of, or amend PHI, Business Associate will forward such request in writing to Covered Entity within five (5) business days of receiving the request. Covered Entity will be responsible for making all determinations regarding the third party request for PHI; Business Associate will neither make such determinations nor release PHI to a third party pursuant to such a request, except if and to the extent required by the HIPAA Rules;
- f. Designated Record Sets. If Business Associate's services under the Agreement require it to maintain a Designated Record Set, then:

- (i) within ten (10) business days of Covered Entity's request to Business Associate for a copy of PHI, Business Associate will provide the requested PHI to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; and
 - (ii) Business Associate will make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- g. Accounting of Disclosures. Maintain and, within thirty (30) days of receiving a request, or sooner if Required by Law, make available the information required to provide an accounting of disclosures to either Covered Entity or the Individual as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528, for a period of at least six (6) years following the date of termination of this BAA;
- h. Comply with Applicable Obligations of Covered Entity. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s);
- i. Books and Records. Make its internal practices, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining compliance with the HIPAA Rules. Neither Business Associate nor Covered Entity waives any attorney-client, accountant-client, or other legal privilege or confidentiality as a result of this Section 3.i; and
- j. Training. Business Associate will require each employee who will have access to PHI of Covered Entity, to comply with the restrictions and conditions applicable to Business Associate herein. Business Associate will train its employees who may have access to PHI regarding the terms and conditions of this BAA and their obligations under the HIPAA Rules.
- k. Electronic PHI. Business Associate will comply with the Security Standards and will use appropriate administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf, as required by the Security Standards. Business Associate shall review and modify the security measures implemented in accordance with the above as needed to continue provision of reasonable and appropriate protection of Electronic PHI. Business Associate shall update documentation of such security measures in accordance with 45 C.F.R. § 164.316(b)(2)(iii) and shall designate a security officer and undertake appropriate training of its personnel in accordance with the Security Standards.
- l. Compliance with Electronic Transactions Rule. If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which the Department of Health and Human Services has established standards, Business Associate shall comply, and will require any Subcontractor it involves with the conduct of such

Transactions to comply, with each applicable requirement of the Electronic Transactions Rule.

4. Permitted Uses and Disclosures by Business Associate.

- a. Permitted Uses and Disclosures. Business Associate may only Use or Disclose PHI:
 - (i) as required to perform services for Covered Entity as specified under the Agreement or other agreement between the parties;
 - (ii) for Business Associate's proper management and administration (including improving its services), or to carry out the legal responsibilities of Business Associate, provided the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (iii) to provide Data Aggregation services relating to the Health Care Operations of Covered Entity, if so provided under the Agreement or otherwise agreed in writing by the parties; and/or
 - (iv) to create de-identified information, in accordance with the standards set forth in 45 CFR 164.514(a)-(c), and to use and disclose such de-identified information for any purpose permitted by law.
- b. Required Uses and Disclosures. Business Associate shall disclose PHI (i) when required by the Secretary of HHS under 45 C.F.R. Part 160, Subpart C to investigate or determine Business Associate' compliance with Subchapter C of 45 C.F.R., Subtitle A, and (ii) to Covered Entity, the individual or the individual's designee, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524(c)(2)(ii) and (3)(ii) with respect to the individual's request for an electronic copy of his or her PHI.
- c. Access. Business Associate will make available PHI in accordance with 45 C.F.R. § 164.524, upon request from Covered Entity, so that Covered Entity may meet its access obligations under 45 C.F.R. § 164.524.
- d. Minimum Necessary. Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of the PHI reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum-necessary limitation of 45 C.F.R. § 164.502(b) if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with 45 C.F.R. § 164.502(b).

- e. Subpart E. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Section 4.a.

5. Obligations of Covered Entity.

- a. Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- b. Notice of Changes in Consent. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- c. Notice of Restrictions. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.
- d. Permitted Requests. Covered Entity will not request or require Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

6. Term and Termination.

- a. Term. The term of this BAA shall begin upon the effective date of the Agreement and shall continue in effect until terminated as provided herein and until Business Associate returns or destroys all PHI of Covered Entity.
- b. Termination at End of Business Association. This BAA will automatically terminate without further action of the parties upon the termination or expiration of the Agreement or the business association between Business Associate and Covered Entity.
- c. Termination for Cause. If either party materially breaches this BAA, the other party may terminate this BAA and, at its election, the underlying Agreement, subject to thirty (30) days prior written notice and opportunity to cure the breach.
- d. Effect of Termination. Within thirty (30) days of the termination of this BAA, Business Associate will either return to Covered Entity or, if agreed to by Covered Entity, destroy all PHI that Business Associate still maintains in any form (including any information in the possession of any employee, Subcontractor or other agent of Business Associate). Upon request of Covered Entity, Business Associate will provide a certificate to Covered Entity acknowledging such destruction. Business Associate will thereafter retain no written, digital, back-up or other copies of any PHI of Covered Entity. Notwithstanding the foregoing, if the return or destruction of PHI upon termination is not feasible, Business Associate shall so inform Covered Entity and will continue to maintain the security and

privacy of such Protected Health Information in a manner consistent with the obligations of this BAA and as required by applicable law, for so long as Business Associate is in possession of such information. Business Associate will return or destroy such retained PHI as soon as is reasonably feasible. Business Associate may retain all de-identified information created prior to the date of termination of this BAA. The obligations of Business Associate under this Section 6 shall survive the termination of this BAA.

7. Ownership. As between the parties, all PHI is and will remain the property of Covered Entity.

8. Miscellaneous. The general terms of the Agreement, including Sections 9, 11 and 12, are incorporated into this BAA by reference. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.



Lumpkin County, Georgia

Public Works

Date:	March 21, 2023
Agenda Item:	2023-023 Disaster Debris Removal & Disposal Contract - Ceres Environmental (Roads Superintendent David Robinson)
Item Description:	Consideration of disaster debris removal and disposal contract with Ceres Environmental.
Facts & Historical Information:	In 2011, as part of the Lumpkin County Debris Management Plan, Lumpkin County committed to contracting with two companies to provide assistance in the removal and disposal of storm debris resulting from a declared disaster. In February 2023, a Request for Proposal was issued in order to identify two disaster debris removal and disposal companies. The contractor will only be deployed in the event of a federally declared disaster. If declared, state and federal agencies will pay for most of the eligible costs incurred under this contract. The proposed contract's initial term is 1 year with up to 3 annual renewals. The current contracts expire on March 31, 2023. The committee assigned to reviewing the proposals recommend awarding the primary contract to Ceres Environmental based on their method of response to a disaster, experience, and references managing similar disasters experienced in Lumpkin County. Further, the price point was on target with staff expectations.
Potential Courses Of Action:	A. Award Ceres Environmental as the primary disaster debris removal and disposal contractor. B. Award a different vendor with the disaster debris removal and disposal contract. C. Reject all proposals.
Budget Impact:	The contractor will only be deployed in the event of a federally declared disaster. If declared, state and federal agencies will pay for most of the eligible costs incurred under this contract.
Staff Recommendation:	Staff recommends COA A.



Lumpkin County, Georgia

Public Works

Date:	March 21, 2023
Agenda Item:	2023-024 Disaster Debris Removal and Disposal Secondary Contract - Southern Disaster Recovery (<i>Roads Superintendent David Robinson</i>)
Item Description:	Consideration of disaster debris removal and disposal contract with Southern Disaster Recovery.
Facts & Historical Information:	In 2011, as part of the Lumpkin County Debris Management Plan, Lumpkin County committed to contracting with two companies to provide assistance in the removal and disposal of storm debris resulting from a declared disaster. In February 2023, a Request for Proposal was issued in order to identify two disaster debris removal and disposal companies. The contractor will only be deployed in the event of a federally declared disaster. If declared, state and federal agencies will pay for most of the eligible costs incurred under this contract. The proposed contract's initial term is 1 year with up to 3 annual renewals. The current contracts expire on March 31, 2023. The committee assigned to reviewing the proposals recommend awarding the secondary contract to Southern Disaster Recovery based on the prior experience working with SDR. SDR has proven to be transparent, available, helpful, and knowledgeable. SDR also has experience working in Lumpkin County understands the needs of our area.
Potential Courses Of Action:	A. Award Southern Disaster Recovery as the secondary disaster debris removal and disposal contractor. B. Award a different vendor with the disaster debris removal and disposal contract. C. Reject all proposals.
Budget Impact:	The contractor will only be deployed in the event of a federally declared disaster. If declared, state and federal agencies will pay for most of the eligible costs incurred under this contract.
Staff Recommendation:	Staff recommends COA A.



Lumpkin County, Georgia

Public Works

Date:	March 21, 2023
Agenda Item:	2023-025 Disaster Debris Monitoring Contract - Thompson Consulting Services (Roads Superintendent David Robinson)
Item Description:	Consideration of a Contract for Disaster Debris Monitoring
Facts & Historical Information:	During the clean-up for Hurricane Irma, it took at least 6 road department staff members to monitor the debris removal. This reduced the number of staff available to do road maintenance for nearly 6 months. The Board has since contracted with third parties to monitor disaster debris after a disaster. FEMA pays for up to 85% of the cost. The final extension option for the current contracts expires March 31, 2023. Staff released an RFP and received 4 proposals. Staff analyzed the four proposals and determined, based on qualifications and pricing, that a primary contract should be awarded to Thompson Consulting Services, LLC, and a secondary contract should be issued to DebrisTech, LLC. Pricing for monitoring from each respondent to the RFP is attached.
Potential Courses Of Action:	A) Award a primary contract to Thompson Consulting Services, LLC and a secondary contract to DebrisTech LLC. B) Award primary and secondary contracts to other respondents. C) Do not award a disaster debris monitoring contract and have staff monitor disaster debris removal.
Budget Impact:	The contractor will only be deployed in the event of a federally declared disaster. If declared, state and federal agencies will pay for most of the eligible costs incurred under this contract.
Staff Recommendation:	The recommendation from staff is to award the primary contract to Thompson Consulting Services and the secondary contract to DebrisTech, LLC.

Lumpkin County Board of Commissioners

Disaster Debris Monitoring

Project # 2023-001-RFP

Factors	Maximum Points Value	DebrisTech	GMC	Thompson Consulting Services LLC	Witt O'Brien's LLC
Project Approach (Methodology)	25	23.00	21.00	25.00	24.50
Experience on Similar Projects	15	14.00	13.00	15.00	14.25
Company/Firm/Key Principal Qualifications and Capabilities	15	13.00	13.00	14.00	13.75
Qualifications and Abilities of Professional Personnel	15	13.50	13.50	15.00	14.75
Client References for Similar Projects	15	14.50	14.25	15.00	13.00
Quality of Submittal Package	5	5.00	4.50	5.00	4.00
Total Qualifications Points	90	83.00	79.25	89.00	84.25
Pricing	10	9	7	8	6
Total Points	100	92.00	86.25	97.00	90.25

David Robinson

Name

2/16/2023

Date

Signature

Lumpkin County Board of Commissioners

Disaster Debris Monitoring

Project # 2023-001-RFP

Factors	Maximum Points Value	DebrisTech	GMC	Thompson Consulting Services LLC	Witt O'Brien's LLC
Project Approach (Methodology)	25	20.00	19.00	19.50	20.00
Experience on Similar Projects	15	10.00	10.00	10.00	10.00
Company/Firm/Key Principal Qualifications and Capabilities	15	10.00	11.00	10.50	10.00
Qualifications and Abilities of Professional Personnel	15	10.00	9.00	10.00	9.00
Client References for Similar Projects	15	10.00	10.00	10.00	10.00
Quality of Submittal Package	5	4.00	4.00	4.00	4.50
Total Qualifications Points	90	64.00	63.00	64.00	63.50
Pricing	10	9	6	8	6
Total Points	100	73.00	69.00	72.00	69.50

Lorraine Morris

Name

2/28/2023

Date

Signature

HOURLY RATE SCHEDULE

The hourly rates shall include all cost including applicable overhead and profit, overtime, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals.

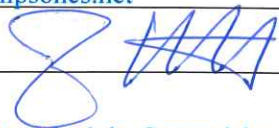
ITEM #	POSITIONS	HOURLY RATES	HOURS*	TOTAL
1.	Project Manager	\$ 67.00	40	\$ 2,680.00
2.	Data Manager	\$ 55.00	10	\$ 550.00
3.	Cost Recovery Specialist	\$ 95.00	4	\$ 380.00
4.	Field Supervisors	\$ 49.00	70	\$ 3,430.00
5.	Fixed Site Monitors	\$ 36.00	67	\$ 2,412.00
6.	Environmental Specialist	\$ 62.00	8	\$ 496.00
7.	GIS Specialist	\$ 55.00	10	\$ 550.00
8.	Supervising Monitors ¹	\$ 0.00	0	\$ 0.00
9.	Billing/Invoice Analysts	\$ 45.00	4	\$ 180.00
10	Administrative Assistants	\$ 28.00	10	\$ 280.00
11.	Field Monitors	\$ 36.00	350	\$ 12,600.00
TOTAL (Items 1-11)				\$ 23,558.00

*-Provide an estimate of weekly hours for each position. Assume 1 TDMS and 5 debris removal contractor trucks. These hours are not intended to represent the actual contract amount but are an estimated representation of a typical work week. The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

NAME OF BUSINESS: Thompson Consulting Services, LLC

CONTACT PERSON: Jon Hoyle

EMAIL ADDRESS: jhoyle@thompsoncs.net

AUTHORIZED SIGNATURE: 

¹Duplicate position within the provided rate schedule. Supervising Monitor tasks will be performed by Field Supervisors.

**RENEWAL OF CONTRACT
FOR
DISASTER DEBRIS MONITORING
PROJECT # 2023-001**

This agreement is made and entered into as of the 21st day of March, 2023, between **Lumpkin County Board of Commissioners**, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and **Thompson Consulting Services, LLC**, a Delaware limited liability company authorized to transact business in the State of Georgia.

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

A. Scope of Work and Payment:

I. ACTIVATION – When a major disaster occurs or is imminent, the County may contact the Consultant to advise them of the intent to activate this contract.

Upon activation of this contract, Consultant will oversee the debris removal and monitoring processes utilizing the following rules and regulations as guidance:

- The Stafford Act, Section 407
 - The Stafford Act, Section 406
 - 44 CFR § 206.224
 - FEMA Public Assistance Program and Policy Guide (FP-104-009-2/January 2018)
- Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public roads, rights-of-way, and other public sites.

II. MOBILIZATION – The Consultant shall have a maximum of 48 hours from notification by the County to mobilize and begin their response. Notification may be made in writing via email and via telephone. Failure to mobilize in the allowed time may result in the selection and activation of another Consultant.

The Consultant will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the approved temporary debris management site(s) or landfill site(s). The Consultant will be responsible for overseeing the lawful disposal of all debris and debris reduction by-products generated at all debris management sites.

The Consultant will, at no cost to the County:

- Provide County full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.

- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include cell phone numbers and e-mail addresses.
- The contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the contractor's authorized representative, who shall be authorized to receive and accept any and all communication from the County.
- The contractor hereby agrees to replace any personnel of sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance or any sub-contractor or personnel is unsatisfactory.
- The scope of services to be provided includes Debris Monitoring and Administration, Debris Assessment, Collection Monitoring/Logs, Load Ticket Processing and Reconciliation, DMS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Issue Log Tracking, Data Compilation and Reporting, Debris Consultant Payment Monitoring and Reconciliation Processing, Category A and B Public Assistance Support, Reporting and Coordinating with the County's Project Manager, and other related services as outlined herein, and as directed by the County.

III. DEBRIS MONITORING AND ADMINISTRATION

A. The Consultant will provide debris monitors and debris monitoring services to assist the County with monitoring the operations of the disaster debris removal and disposal Consultant(s). The debris monitoring services to be provided are debris Consultant compliance monitoring and oversight, not professional engineering services. The County will provide a Project Manager to work directly with the Debris Collection Contractor and the Consultant. The County will provide debris management site(s) (DMS) for disposal of the storm debris.

B. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County. The Consultant shall appoint a qualified and experienced Project Manager for overall coordination and communication with the County. The Consultant's Project Manager shall remain on the job and available to the County at all times during the operational phases of the debris collection and disposal project. Consultant shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Consultant shall remove and replace employees immediately upon notice from the County Debris Project Manager for conduct or actions not in keeping with the Agreement.

C. Examples of project management and administrative responsibilities include but are not limited to:

- Coordinate daily briefings with key operational staff, County staff and debris management Consultant(s) to review, formulate and update debris assessment and removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and Consultants. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management Consultant(s) and the debris management operation.
- Provide a daily report of debris Consultant crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the County's Project Manager or designee.
- Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors. Hire, train, deploy and supervise all field collection monitors and staff.
- Conduct debris surveys and perform debris estimation by debris types as requested by the County.
- Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
- Track and coordinate responses to problems identified in the field, citizen complaints related to debris removal, including commercial and/or residential property damage claims as a result of debris removal.
- Make all reasonable efforts to ensure that DMS have access control and security.
- Make all reasonable efforts to ensure the field collection monitors are accurately recording the roads and locations where debris was collected.
- Schedule work for all team members and sub-Consultants on a daily basis.
- Conduct inspections on a regular, predetermined and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
- Monitor the debris removal Consultant(s) and DMS(s) for compliance with their contract with the County.
- Provide training to County staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection Consultant(s), County, state and federal agencies.
- Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc.

- Daily personnel tracking sheets (field reports) shall be maintained for all Consultant personnel assigned to the project.
- Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.
- Prepare daily and periodic tracking reports to support debris removal, DMS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and Consultant invoices.
- Compile records and assist the County with the preparation of required forms for reimbursement.

D. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by collection monitors to assure debris eligibility. The Consultant shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed. The Consultant shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every five monitors unless otherwise approved by the County. This team will monitor the debris Consultants for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the County through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.

E. The Consultant will establish a Quality Control Program. Examples of collection monitoring quality control tasks include, but are not limited to, the following:

- Verifying that all debris picked up is a direct result of the disaster.
- Accurately recording the addresses, streets and locations where debris was collected.
- Verifying that the debris collection Consultant(s) are working in their assigned collection areas and roads.
- Consultant shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The Consultant shall immediately notify the County's Project Manager to review matter and provide final resolution.
- Inspecting work in progress to assure that removal efforts include debris of the proper type in the proper areas.
- Assuring compliance with County contracts by all debris Consultants and debris

subcontractors. Identifying eligible stumps, hangers and leaners. Coordinating with the County and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc) are completed for reimbursement purposes as may be required by FEMA.

- Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
- Coordinating with the County to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Consultant shall maintain a detailed database of customer complaints and resolutions. Property damage complaints must be tracked using a GIS.
- Consultant has no authority to exercise any control over the debris Consultant or their subcontractors, the County or any other entity in connection with any health or safety precautions. Consultant shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris removal Consultant or their subcontractors or any other entity except to the extent relating to Consultant's employees.

F. DEBRIS VEHICLE & EQUIPMENT CERTIFICATION - All debris hauling vehicles and equipment shall be measured and certified prior to performing debris removal. The Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the County and provided to the County upon their request or project completion. Additional copies shall be provided to the debris removal Consultant and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS to assure that no vehicle modifications have been made and to confirm data accuracy. The Consultant shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Consultant shall complete the County Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the County Project Manager or designee. The County Vehicle Certification Form will have the following information:

- Vehicle make, model
- Length
- Width
- Height
- Volume in cubic yards
- Tag number of vehicles
- VIN number of vehicles
- Vehicle type

- Driver of vehicle name
- Sub-Consultant representative name
- Certification monitor name certifying vehicle
- Date
- Vehicle certification number

When a certification monitor signs a vehicle certification, he/she is certifying that to the best of his/her knowledge and belief, the information is complete and correct. The certification monitor shall not sign or accept any partially completed information. The Consultant's Project Manager or designee shall review all truck certification forms with the debris Consultant to assure completeness and accuracy of each form before forwarding to the County's Project Manager or designee.

G. The Consultant shall provide the County's Project Manager and the debris Consultant(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:

- Overview of daily activities including status of damage complaints
- Cumulative debris totals by debris site
- Cumulative debris totals by day
- Summary of monthly debris removal efforts (cumulative and by debris site)
- Summary of mulch removal efforts (cumulative and by debris site)
- Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
- Stump volume by site
- DMS status
- Labor force report
- Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the County.

H. The Consultant will provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist the County with removal services related to natural disaster(s). The services to be provided are contract compliance supervision and inspection, not professional engineering services. At a minimum, the Consultant will provide qualified people who can perform the following roles:

1. FIXED SITE DEBRIS MONITORS – Consultant shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites.

Services include:

- Provide disposal site monitors and inspectors personnel

- Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
- Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
- Remain in contact with debris management/dispatch center or supervisor
- Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated County personnel
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

2. FIELD DEBRIS MONITORS – Consultant shall provide roving on-site, street-level work area inspections of debris cleanup and collection.
Services include:

- Provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets
- Provide field monitor personnel at designated areas to check and verify information on debris removal
- Monitor collection activity of trucks
- Issue manifest load tickets at loading site for each load
- Check the area for safety considerations such as – downed power lines, are traffic control needs met, are trucks and equipment being operated safely
- Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor
- Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations

- Properly monitor and record performance and productivity of debris removal crew
- Remain in constant contact with debris management/dispatch center or supervisor
- Ensure that loads are contained properly before leaving the loading area
- Ensure only eligible debris is collected for loading and hauling
- Ensure only debris from approved public areas is loaded for removal
- Photographically document hazardous trees (leaners and hangers)
- Verify that all trucks leaving the site have been completely emptied of all debris from the trucks
- Perform other duties from time to time as directed by the debris management project manager or designated County debris management personnel.

3. SENIOR TECHNICIAN/FIELD SUPERVISOR – Consultant shall provide a Senior Technician/Field Supervisor to oversee debris monitoring activities in the field. Services include:

- Oversight and supervision of field activity
- Schedule monitoring resources and deployment timing
- Communication with County personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility
- Compile operational reports
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

4. SUPERVISING MONITORS – Consultant shall provide supervising monitors to coordinate actions of field and TDMS monitors. A minimum of one DMS monitor is required per debris site.

Services include:

- Coordination of daily operations with Debris Management Consultants
- Coordination of logistics of the DMS to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.).

- Observation of vehicles entering and exiting the DMS and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.).
- Calibration of debris vehicle load determinations with the FEMA monitors (DMS monitors are expected to provide volume determination consistent with FEMA).
- Keeping accurate records of debris vehicles, cubic yard volume determinations, time in and out, number of loads per day and other data as requested by COUNTY.
- Coordinating with local, state and federal agencies as needed for DMS on issues such as notification, obtaining permits, determining reimbursement, etc.
- Providing preliminary assessment and documentation of DMS and assist in return of site to original conditions.
- Providing personnel to supervise the operation of DMS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
- Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, and assuring that all vehicles have left the DMS.
- Verification of debris eligibility, including photographic documentation of hazardous trees (leaners and hangers)
- Review damage reports
- Resolve complaints
- Compile all necessary reports.

5. DATA MANAGER – Consultant shall provide a data manager to oversee the processing of load ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all federal, state and local requirements. This may involve use of electronic monitoring equipment or other approached as approved by the County. The electronic Ticket Manager would oversee such data functions.

6. COST RECOVERY SPECIALIST – Consultant shall provide a cost recovery specialist to work hand-in-hand with County personnel, or their designee, to develop project worksheets for all Category A expenses and documentation.

7. GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONSULTANT:

a. Pre-event

The pre-event services performed by the Consultant may include:

- Debris Management Plan and Standard Operating Procedures updates
- Inter-agency cooperative exercises and training
- FEMA/FHWA guidance and policy Review TDMS
- Debris management Consultant bid preparation and review.

b. Post-event

The listed services performed by the Consultant must include:

- Contract administration
- Debris estimates
- Perform oversight for road clearance and debris loading by debris management Consultants
- Provide TDMS monitoring at various locations, including sites that handle materials from multiple Consultants and or monitoring firms
- Environmental assessment of TDMS
- Truck certification
- Quality assurance and quality control of all documentation pertaining to debris management monitoring
- Safety procedures are outlined and followed
- Assist the County in responding to public inquiries
- Provide technical advice to the County
- Be available to address questions from FEMA both during and after services have been performed
- Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event
- Review and validate Debris Management Consultant(s) invoices prior to submission to the County for processing.

I. The Consultant shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris Consultant(s). A weekly log of such complaints and their resolution shall be provided to the County's Project Manager.

J. OTHER RELATED SERVICES

1. Event Closure - The Consultant shall assist the County in preparing final reports necessary for reimbursement by FEMA and other applicable agencies for disaster

recovery efforts by County staff and designated debris management Consultants. The Consultant shall assist in reviewing and processing requests for payment by the debris management Consultant(s).

2. Federal Funding - To ensure that processing of federal funding is acquired as quickly as possible, the following information and its accuracy is the responsibility of the awarded Consultant:

- Review/reconciliation of debris Consultant invoices and payment recommendation letter
- Monitoring and Collection information (reports, logs, etc.)
- Project Status Reports
- Completed Load tickets
- Photographs of Debris Collections
- Tipping Fee Receipts
- Consultant invoices
- Review of debris Consultant equipment hours of operation
- Vehicle certifications
- Start and end dates of the first debris removal pass and all subsequent passes
- Timesheets of all subcontractors to support debris monitoring invoices

3. Compliance - The Consultant shall provide professional oversight to monitor compliance with local, state and federal regulations. The Consultant shall stay current with FEMA policies and procedures and notify the County's Project Manager immediately as changes occur.

IV. DELIVERABLES – At a minimum, the following deliverables must be provided to the County at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the County may add and/or delete deliverables to meet the needs of the County, State, or FEMA. All deliverables will be submitted both electronically, in a format specified by the Contract Administrator and by hard copy on paper. The minimum deliverables to be provided include:

- a. A log of damages reported, damage corrections and releases for work by either the property owner of the County
- b. Original load tickets, boxed, bound by date and sorted by ticket number
- c. Electronic ticket logs including information from ticket
- d. Daily tower logs
- e. Daily logs with list of all personnel with signatures and initials
- f. Binder(s) with damage reports, completed repairs, and releases (if applicable)
- g. Binders with issues and final resolution
- h. Map books boxed by pass with daily logs
- i. List of tickets issued by monitors, and list of lost/voided tickets
- j. Each Ineligible debris pile will be tagged, in a format approved by the County, and a list compiled and submitted to the County

k. Operational Reports shall be prepared by the Consultant and submitted to the County throughout the duration of the recovery operations. The reports shall document the Debris Management Consultant's activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the Contract Administrator or designee. Each report shall contain the following minimum information:

- i. Correct and accurately completed load tickets consistent with all reporting documents
- ii. The times of operation of all debris loading trucks
- iii. Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed and hauled.

l. A Final Report prepared by the Consultant and submitted to the Contract Administrator within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of TDMS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

V. PAYMENT MONITORING AND RECONCILIATION PROCESS:

The Consultant shall review, validate and reconcile debris management Consultant(s) invoices prior to submission to the County for processing. The Consultant shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the County and debris Consultant(s) representatives. All invoices from the debris Consultant(s) shall be directed to the Consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Consultant to be accepted or rejected. The Consultant shall issue in writing to the County and the debris Consultant, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Consultant shall clearly state the reasons for rejection and work with the debris Consultant to resolve immediately. Billing invoices will be submitted weekly by end of week so that verification and reconciliation can be performed.

VI. PAYMENT FOR WORK:

Consultant shall be paid based on the hourly rates set out on the Hourly Rate Schedule attached hereto as Exhibit "A" and incorporated herein by reference.

Consultant must submit itemized invoices regularly and for no more than 30-day periods. County's Project Manager must approve all invoices payment.

B. Communication and Public Information:

During any disaster the Lumpkin County Emergency Management Director (EMA) will be responsible for dissemination of timely and accurate information to the media and the general public regarding the ongoing efforts of the local agencies in conducting debris removal operations. All debris removal activity should be coordinated through the Lumpkin County EMA, the Lumpkin County Road Department, and any other entity deemed appropriate by Lumpkin County.

C. Liability:

Consultant shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Consultant assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Consultant shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Consultant shall restore and/or repair, at Consultant's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Consultant's activities.

D. Insurance:

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

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Consultant from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be hereinafter enacted.
2. The Consultant agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Consultant, its sub-contractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation

under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. The Consultant agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The Consultant further agrees to protect, defend, indemnify, and hold harmless Lumpkin County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Contract.
5. The Consultant shall notify the County, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the Consultant to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.
6. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Consultant fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Consultant. Further, the Consultant shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.
7. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the work as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub Contractors and any persons employed by the sub Contractor.
8. The Consultant and all sub Contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
9. If the Consultant does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Consultant shall be responsible for the costs of any and all alternate insurance coverage so obtained.

E. Assignment of Contractual Rights and Subcontracting:

It is agreed that the Consultant will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

Consultant shall not subcontract any work without the express written consent of the County. The County must approve all subcontractors.

F. Indemnity:

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

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, Lumpkin County's Request for Proposals issued January 11, 2023, and any addendums issued thereto, shall be deemed part of the contract. No documentation or information provided by the Consultant shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

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

I. Dispute Resolution:

Lumpkin County and the Consultant agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

J. Cancellation:

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

Failure of the Consultant to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Consultant to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

Notwithstanding anything to the contrary contained herein, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Consultant.

If the termination clause is used by the County, the Consultant will be paid by the County for all scheduled work completed satisfactorily by the Consultant up to the termination date set forth in the written termination notice.

K. Safe Working Environment and Drug Free Workplace

Consultant shall provide a safe working environment.

Consultant certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Consultant further certifies that:

1. A drug-free workplace will be provided for the Consultant's employees during performance of the contract; and
2. If Consultant hires a Sub Contractor to work in a drug-free work place, Consultant shall secure from that Sub Contractor the following written certification:

As part of the subcontracting agreement with (Consultant's name), (Sub Contractor's name) certifies to the Consultant that a drug-free workplace will be provided for the Sub

Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

The Consultant further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

L. Amendments or Modifications:

All contract amendments or modifications must be in writing and signed by all parties.

M. Notices:

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

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

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

Thompson Consulting Services, LLC
Attn: Jon Hoyle, President
2601 Maitland Center Parkway
Maitland, Florida 32751

and to Lumpkin County at the following address:

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

N. Term of Contract:

This contract shall commence on April 1, 2023, and end on March 31, 2024. This contract may be renewed upon mutual agreement for up to three (3) additional one-year terms.

Lumpkin County:

Consultant:

Thompson Consulting Services, LLC

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

By: **Jon Hoyle**
Title: **President**

Attest:

Melissa Z. Witcher, Lumpkin County Clerk

EXHIBIT 'A'

HOURLY RATE SCHEDULE

The hourly rates shall include all cost including applicable overhead and profit, overtime, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals.

ITEM #	POSITIONS	HOURLY RATES
1.	Project Manager	\$67.00
2.	Data Manager	\$55.00
3.	Cost Recovery Specialist	\$95.00
4.	Field Supervisors	\$49.00
5.	Fixed Site Monitors	\$36.00
6.	Environmental Specialist	\$62.00
7.	GIS Specialist	\$55.00
8.	Supervising Monitors	n/a
9.	Billing/Invoice Analysts	\$45.00
10	Administrative Assistants	\$28.00
11.	Field Monitors	\$36.00



Lumpkin County, Georgia

Public Works

Date:	March 21, 2023
Agenda Item:	2023-026 Disaster Debris Monitoring Secondary Contract - DebrisTech (<i>Roads Superintendent David Robinson</i>)
Item Description:	Consideration of a Contract for Disaster Debris Monitoring
Facts & Historical Information:	During the clean-up for Hurricane Irma, it took at least 6 road department staff members to monitor the debris removal. This reduced the number of staff available to do road maintenance for nearly 6 months. The Board has since contracted with third parties to monitor disaster debris after a disaster. FEMA pays for up to 85% of the cost. The final extension option for the current contracts expires March 31, 2023. Staff released an RFP and received 4 proposals. Staff analyzed the four proposals and determined, based on qualifications and pricing, that a primary contract should be awarded to Thompson Consulting Services, LLC, and a secondary contract should be issued to DebrisTech, LLC. Pricing for monitoring from each respondent to the RFP is attached.
Potential Courses Of Action:	A) Award a primary contract to Thompson Consulting Services, LLC and a secondary contract to DebrisTech LLC. B) Award primary and secondary contracts to other respondents. C) Do not award a disaster debris monitoring contract and have staff monitor disaster debris removal.
Budget Impact:	The contractor will only be deployed in the event of a federally declared disaster. If declared, state and federal agencies will pay for most of the eligible costs incurred under this contract.
Staff Recommendation:	The recommendation from staff is to award the primary contract to Thompson Consulting Services and the secondary contract to DebrisTech, LLC.

Lumpkin County Board of Commissioners

Disaster Debris Monitoring

Project # 2023-001-RFP

Factors	Maximum Points Value	DebrisTech	GMC	Thompson Consulting Services LLC	Witt O'Brien's LLC
Project Approach (Methodology)	25	23.00	21.00	25.00	24.50
Experience on Similar Projects	15	14.00	13.00	15.00	14.25
Company/Firm/Key Principal Qualifications and Capabilities	15	13.00	13.00	14.00	13.75
Qualifications and Abilities of Professional Personnel	15	13.50	13.50	15.00	14.75
Client References for Similar Projects	15	14.50	14.25	15.00	13.00
Quality of Submittal Package	5	5.00	4.50	5.00	4.00
Total Qualifications Points	90	83.00	79.25	89.00	84.25
Pricing	10	9	7	8	6
Total Points	100	92.00	86.25	97.00	90.25

David Robinson
Name

2/16/2023
Date

Signature

Lumpkin County Board of Commissioners

Disaster Debris Monitoring

Project # 2023-001-RFP

Factors	Maximum Points Value	DebrisTech	GMC	Thompson Consulting Services LLC	Witt O'Brien's LLC
Project Approach (Methodology)	25	20.00	19.00	19.50	20.00
Experience on Similar Projects	15	10.00	10.00	10.00	10.00
Company/Firm/Key Principal Qualifications and Capabilities	15	10.00	11.00	10.50	10.00
Qualifications and Abilities of Professional Personnel	15	10.00	9.00	10.00	9.00
Client References for Similar Projects	15	10.00	10.00	10.00	10.00
Quality of Submittal Package	5	4.00	4.00	4.00	4.50
Total Qualifications Points	90	64.00	63.00	64.00	63.50
Pricing	10	9	6	8	6
Total Points	100	73.00	69.00	72.00	69.50

Lorraine Morris
Name

2/28/2023
Date

Signature

HOURLY RATE SCHEDULE

The hourly rates shall include all cost including applicable overhead and profit, overtime, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals.

ITEM #	POSITIONS	HOURLY RATES	HOURS*	TOTAL
1.	Project Manager	\$ 65.00	40	\$ 2,600.00
2.	Data Manager	\$ 55.00	10	\$ 550.00
3.	Cost Recovery Specialist	\$ 95.00	4	\$ 380.00
4.	Field Supervisors	\$ 47.00	70	\$ 3,290.00
5.	Fixed Site Monitors	\$ 36.00	67	\$ 2,412.00
6.	Environmental Specialist	\$ 0.00	0	\$ 0.00
7.	GIS Specialist	\$ 55.00	10	\$ 550.00
8.	Supervising Monitors	\$ 0.00	0	\$ 0.00
9.	Billing/Invoice Analysts	\$ 0.00	0	\$ 0.00
10	Administrative Assistants	\$ 0.00	40	\$ 0.00
11.	Field Monitors	\$ 36.00	350	\$ 12,600.00
TOTAL (Items 1-11)				\$ 22,382.00

*-Provide an estimate of weekly hours for each position. Assume 1 TDMS and 5 debris removal contractor trucks. These hours are not intended to represent the actual contract amount but are an estimated representation of a typical work week. The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

NAME OF BUSINESS: DebrisTech, LLC

CONTACT PERSON: Debra McCormick, Business Manager

EMAIL ADDRESS: debra@debristech.com

AUTHORIZED SIGNATURE: 

The duties of positions listed with the price of \$0.00 are either performed at no cost to the client or not necessary for operations.

**RENEWAL OF CONTRACT
FOR
DISASTER DEBRIS MONITORING
PROJECT # 2023-001**

This agreement is made and entered into as of the 21st day of March, 2023, between **Lumpkin County Board of Commissioners**, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and **DebrisTech, LLC**, a Mississippi limited liability company authorized to transact business in the State of Georgia.

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

A. Scope of Work and Payment:

I. ACTIVATION – When a major disaster occurs or is imminent, the County may contact the Consultant to advise them of the intent to activate this contract.

Upon activation of this contract, Consultant will oversee the debris removal and monitoring processes utilizing the following rules and regulations as guidance:

- The Stafford Act, Section 407
 - The Stafford Act, Section 406
 - 44 CFR § 206.224
 - FEMA Public Assistance Program and Policy Guide (FP-104-009-2/January 2018)
- Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public roads, rights-of-way, and other public sites.

II. MOBILIZATION – The Consultant shall have a maximum of 48 hours from notification by the County to mobilize and begin their response. Notification may be made in writing via email and via telephone. Failure to mobilize in the allowed time may result in the selection and activation of another Consultant.

The Consultant will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the approved temporary debris management site(s) or landfill site(s). The Consultant will be responsible for overseeing the lawful disposal of all debris and debris reduction by-products generated at all debris management sites.

The Consultant will, at no cost to the County:

- Provide County full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.

- Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include cell phone numbers and e-mail addresses.
- The contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the contractor's authorized representative, who shall be authorized to receive and accept any and all communication from the County.
- The contractor hereby agrees to replace any personnel of sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance or any sub-contractor or personnel is unsatisfactory.
- The scope of services to be provided includes Debris Monitoring and Administration, Debris Assessment, Collection Monitoring/Logs, Load Ticket Processing and Reconciliation, DMS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Issue Log Tracking, Data Compilation and Reporting, Debris Consultant Payment Monitoring and Reconciliation Processing, Category A and B Public Assistance Support, Reporting and Coordinating with the County's Project Manager, and other related services as outlined herein, and as directed by the County.

III. DEBRIS MONITORING AND ADMINISTRATION

A. The Consultant will provide debris monitors and debris monitoring services to assist the County with monitoring the operations of the disaster debris removal and disposal Consultant(s). The debris monitoring services to be provided are debris Consultant compliance monitoring and oversight, not professional engineering services. The County will provide a Project Manager to work directly with the Debris Collection Contractor and the Consultant. The County will provide debris management site(s) (DMS) for disposal of the storm debris.

B. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County. The Consultant shall appoint a qualified and experienced Project Manager for overall coordination and communication with the County. The Consultant's Project Manager shall remain on the job and available to the County at all times during the operational phases of the debris collection and disposal project. Consultant shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Consultant shall remove and replace employees immediately upon notice from the County Debris Project Manager for conduct or actions not in keeping with the Agreement.

C. Examples of project management and administrative responsibilities include but are not limited to:

- Coordinate daily briefings with key operational staff, County staff and debris management Consultant(s) to review, formulate and update debris assessment and removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and Consultants. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management Consultant(s) and the debris management operation.
- Provide a daily report of debris Consultant crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the County's Project Manager or designee.
- Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors. Hire, train, deploy and supervise all field collection monitors and staff.
- Conduct debris surveys and perform debris estimation by debris types as requested by the County.
- Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
- Track and coordinate responses to problems identified in the field, citizen complaints related to debris removal, including commercial and/or residential property damage claims as a result of debris removal.
- Make all reasonable efforts to ensure that DMS have access control and security.
- Make all reasonable efforts to ensure the field collection monitors are accurately recording the roads and locations where debris was collected.
- Schedule work for all team members and sub-Consultants on a daily basis.
- Conduct inspections on a regular, predetermined and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
- Monitor the debris removal Consultant(s) and DMS(s) for compliance with their contract with the County.
- Provide training to County staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection Consultant(s), County, state and federal agencies.
- Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement, etc.

- Daily personnel tracking sheets (field reports) shall be maintained for all Consultant personnel assigned to the project.
- Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners, debris types, and other potential problems.
- Prepare daily and periodic tracking reports to support debris removal, DMS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and Consultant invoices.
- Compile records and assist the County with the preparation of required forms for reimbursement.

D. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by collection monitors to assure debris eligibility. The Consultant shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed. The Consultant shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every five monitors unless otherwise approved by the County. This team will monitor the debris Consultants for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the County through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.

E. The Consultant will establish a Quality Control Program. Examples of collection monitoring quality control tasks include, but are not limited to, the following:

- Verifying that all debris picked up is a direct result of the disaster.
- Accurately recording the addresses, streets and locations where debris was collected.
- Verifying that the debris collection Consultant(s) are working in their assigned collection areas and roads.
- Consultant shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The Consultant shall immediately notify the County's Project Manager to review matter and provide final resolution.
- Inspecting work in progress to assure that removal efforts include debris of the proper type in the proper areas.
- Assuring compliance with County contracts by all debris Consultants and debris

subcontractors. Identifying eligible stumps, hangers and leaners. Coordinating with the County and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc) are completed for reimbursement purposes as may be required by FEMA.

- Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
- Coordinating with the County to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Consultant shall maintain a detailed database of customer complaints and resolutions. Property damage complaints must be tracked using a GIS.
- Consultant has no authority to exercise any control over the debris Consultant or their subcontractors, the County or any other entity in connection with any health or safety precautions. Consultant shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris removal Consultant or their subcontractors or any other entity except to the extent relating to Consultant's employees.

F. DEBRIS VEHICLE & EQUIPMENT CERTIFICATION - All debris hauling vehicles and equipment shall be measured and certified prior to performing debris removal. The Consultant shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Consultant on behalf of the County and provided to the County upon their request or project completion. Additional copies shall be provided to the debris removal Consultant and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS to assure that no vehicle modifications have been made and to confirm data accuracy. The Consultant shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Consultant shall complete the County Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the County Project Manager or designee. The County Vehicle Certification Form will have the following information:

- Vehicle make, model
- Length
- Width
- Height
- Volume in cubic yards
- Tag number of vehicles
- VIN number of vehicles
- Vehicle type

- Driver of vehicle name
- Sub-Consultant representative name
- Certification monitor name certifying vehicle
- Date
- Vehicle certification number

When a certification monitor signs a vehicle certification, he/she is certifying that to the best of his/her knowledge and belief, the information is complete and correct. The certification monitor shall not sign or accept any partially completed information. The Consultant's Project Manager or designee shall review all truck certification forms with the debris Consultant to assure completeness and accuracy of each form before forwarding to the County's Project Manager or designee.

G. The Consultant shall provide the County's Project Manager and the debris Consultant(s) with daily Disaster Debris Status Reports. Each daily report shall contain the following:

- Overview of daily activities including status of damage complaints
- Cumulative debris totals by debris site
- Cumulative debris totals by day
- Summary of monthly debris removal efforts (cumulative and by debris site)
- Summary of mulch removal efforts (cumulative and by debris site)
- Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
- Stump volume by site
- DMS status
- Labor force report
- Debris site processing equipment summary

This reporting is due no later than 12:00 noon the following business day or as requested by the County.

H. The Consultant will provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist the County with removal services related to natural disaster(s). The services to be provided are contract compliance supervision and inspection, not professional engineering services. At a minimum, the Consultant will provide qualified people who can perform the following roles:

1. FIXED SITE DEBRIS MONITORS – Consultant shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites.

Services include:

- Provide disposal site monitors and inspectors personnel

- Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket
- Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area
- Remain in contact with debris management/dispatch center or supervisor
- Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated County personnel
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

2. FIELD DEBRIS MONITORS – Consultant shall provide roving on-site, street-level work area inspections of debris cleanup and collection.
Services include:

- Provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets
- Provide field monitor personnel at designated areas to check and verify information on debris removal
- Monitor collection activity of trucks
- Issue manifest load tickets at loading site for each load
- Check the area for safety considerations such as – downed power lines, are traffic control needs met, are trucks and equipment being operated safely
- Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your supervisor
- Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations

- Properly monitor and record performance and productivity of debris removal crew
- Remain in constant contact with debris management/dispatch center or supervisor
- Ensure that loads are contained properly before leaving the loading area
- Ensure only eligible debris is collected for loading and hauling
- Ensure only debris from approved public areas is loaded for removal
- Photographically document hazardous trees (leaners and hangers)
- Verify that all trucks leaving the site have been completely emptied of all debris from the trucks
- Perform other duties from time to time as directed by the debris management project manager or designated County debris management personnel.

3. SENIOR TECHNICIAN/FIELD SUPERVISOR – Consultant shall provide a Senior Technician/Field Supervisor to oversee debris monitoring activities in the field. Services include:

- Oversight and supervision of field activity
- Schedule monitoring resources and deployment timing
- Communication with County personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility
- Compile operational reports
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

4. SUPERVISING MONITORS – Consultant shall provide supervising monitors to coordinate actions of field and TDMS monitors. A minimum of one DMS monitor is required per debris site.

Services include:

- Coordination of daily operations with Debris Management Consultants
- Coordination of logistics of the DMS to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.).

- Observation of vehicles entering and exiting the DMS and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.).
- Calibration of debris vehicle load determinations with the FEMA monitors (DMS monitors are expected to provide volume determination consistent with FEMA).
- Keeping accurate records of debris vehicles, cubic yard volume determinations, time in and out, number of loads per day and other data as requested by COUNTY.
- Coordinating with local, state and federal agencies as needed for DMS on issues such as notification, obtaining permits, determining reimbursement, etc.
- Providing preliminary assessment and documentation of DMS and assist in return of site to original conditions.
- Providing personnel to supervise the operation of DMS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
- Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, and assuring that all vehicles have left the DMS.
- Verification of debris eligibility, including photographic documentation of hazardous trees (leaners and hangers)
- Review damage reports
- Resolve complaints
- Compile all necessary reports.

5. DATA MANAGER – Consultant shall provide a data manager to oversee the processing of load ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all federal, state and local requirements. This may involve use of electronic monitoring equipment or other approached as approved by the County. The electronic Ticket Manager would oversee such data functions.

6. COST RECOVERY SPECIALIST – Consultant shall provide a cost recovery specialist to work hand-in-hand with County personnel, or their designee, to develop project worksheets for all Category A expenses and documentation.

7. GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONSULTANT:

a. Pre-event

The pre-event services performed by the Consultant may include:

- Debris Management Plan and Standard Operating Procedures updates
- Inter-agency cooperative exercises and training
- FEMA/FHWA guidance and policy Review TDMS
- Debris management Consultant bid preparation and review.

b. Post-event

The listed services performed by the Consultant must include:

- Contract administration
- Debris estimates
- Perform oversight for road clearance and debris loading by debris management Consultants
- Provide TDMS monitoring at various locations, including sites that handle materials from multiple Consultants and or monitoring firms
- Environmental assessment of TDMS
- Truck certification
- Quality assurance and quality control of all documentation pertaining to debris management monitoring
- Safety procedures are outlined and followed
- Assist the County in responding to public inquiries
- Provide technical advice to the County
- Be available to address questions from FEMA both during and after services have been performed
- Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event
- Review and validate Debris Management Consultant(s) invoices prior to submission to the County for processing.

I. The Consultant shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris Consultant(s). A weekly log of such complaints and their resolution shall be provided to the County's Project Manager.

J. OTHER RELATED SERVICES

1. Event Closure - The Consultant shall assist the County in preparing final reports necessary for reimbursement by FEMA and other applicable agencies for disaster

recovery efforts by County staff and designated debris management Consultants. The Consultant shall assist in reviewing and processing requests for payment by the debris management Consultant(s).

2. Federal Funding - To ensure that processing of federal funding is acquired as quickly as possible, the following information and its accuracy is the responsibility of the awarded Consultant:

- Review/reconciliation of debris Consultant invoices and payment recommendation letter
- Monitoring and Collection information (reports, logs, etc.)
- Project Status Reports
- Completed Load tickets
- Photographs of Debris Collections
- Tipping Fee Receipts
- Consultant invoices
- Review of debris Consultant equipment hours of operation
- Vehicle certifications
- Start and end dates of the first debris removal pass and all subsequent passes
- Timesheets of all subcontractors to support debris monitoring invoices

3. Compliance - The Consultant shall provide professional oversight to monitor compliance with local, state and federal regulations. The Consultant shall stay current with FEMA policies and procedures and notify the County's Project Manager immediately as changes occur.

IV. DELIVERABLES – At a minimum, the following deliverables must be provided to the County at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the County may add and/or delete deliverables to meet the needs of the County, State, or FEMA. All deliverables will be submitted both electronically, in a format specified by the Contract Administrator and by hard copy on paper. The minimum deliverables to be provided include:

- a. A log of damages reported, damage corrections and releases for work by either the property owner of the County
- b. Original load tickets, boxed, bound by date and sorted by ticket number
- c. Electronic ticket logs including information from ticket
- d. Daily tower logs
- e. Daily logs with list of all personnel with signatures and initials
- f. Binder(s) with damage reports, completed repairs, and releases (if applicable)
- g. Binders with issues and final resolution
- h. Map books boxed by pass with daily logs
- i. List of tickets issued by monitors, and list of lost/voided tickets
- j. Each Ineligible debris pile will be tagged, in a format approved by the County, and a list compiled and submitted to the County

k. Operational Reports shall be prepared by the Consultant and submitted to the County throughout the duration of the recovery operations. The reports shall document the Debris Management Consultant's activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the Contract Administrator or designee. Each report shall contain the following minimum information:

- i. Correct and accurately completed load tickets consistent with all reporting documents
- ii. The times of operation of all debris loading trucks
- iii. Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed and hauled.

l. A Final Report prepared by the Consultant and submitted to the Contract Administrator within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of TDMS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

V. PAYMENT MONITORING AND RECONCILIATION PROCESS:

The Consultant shall review, validate and reconcile debris management Consultant(s) invoices prior to submission to the County for processing. The Consultant shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the County and debris Consultant(s) representatives. All invoices from the debris Consultant(s) shall be directed to the Consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Consultant to be accepted or rejected. The Consultant shall issue in writing to the County and the debris Consultant, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Consultant shall clearly state the reasons for rejection and work with the debris Consultant to resolve immediately. Billing invoices will be submitted weekly by end of week so that verification and reconciliation can be performed.

VI. PAYMENT FOR WORK:

Consultant shall be paid based on the hourly rates set out on the Hourly Rate Schedule attached hereto as Exhibit "A" and incorporated herein by reference.

Consultant must submit itemized invoices regularly and for no more than 30-day periods. County's Project Manager must approve all invoices payment.

B. Communication and Public Information:

During any disaster the Lumpkin County Emergency Management Director (EMA) will be responsible for dissemination of timely and accurate information to the media and the general public regarding the ongoing efforts of the local agencies in conducting debris removal operations. All debris removal activity should be coordinated through the Lumpkin County EMA, the Lumpkin County Road Department, and any other entity deemed appropriate by Lumpkin County.

C. Liability:

Consultant shall be responsible for his work and every part thereof, and for all materials, tools, equipment, appliances, and properties of any and all description used in connection with this Contract.

Consultant assumes all risks of direct and indirect damage or injury to the property of persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

Consultant shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Consultant shall restore and/or repair, at Consultant's cost, any and all collateral damage, including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Consultant's activities.

D. Insurance:

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

1. Maintain statutory Worker's Compensation and Employer's Liability insurance in an amount of not less than \$1,000,000.00 to protect the Consultant from any liability or damages for any injuries (including death and disability) to any of its employees, volunteers, or sub-contractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the State of Georgia, or which may be hereinafter enacted.
2. The Consultant agrees to maintain Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 per occurrence to protect the Consultant, its sub-contractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation

under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage Liability endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. The Consultant agrees to maintain Automobile Liability Insurance in an amount of not less than \$500,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
4. The Consultant further agrees to protect, defend, indemnify, and hold harmless Lumpkin County, its commissioners, officers, agents, and employees from and against any and all liability incurred whatsoever as a result of the work performed pursuant to the terms of this Contract.
5. The Consultant shall notify the County, in writing, sixty (60) days prior to any change in insurance coverage, including cancellation, non-renewal, etc. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the Consultant to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished. Additionally, contract work may be suspended until the new certificate is furnished to the County.
6. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Consultant fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the Owner shall have the absolute right to terminate the Contract without any further obligation to the Consultant. Further, the Consultant shall be responsible for the cost of procuring the uncompleted portion of the Contract at the time of termination.
7. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection, or engineering services exclusion that would preclude the County from supervising and/or inspecting the work as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons under its direct employment and of the sub Contractors and any persons employed by the sub Contractor.
8. The Consultant and all sub Contractors shall comply with the Occupational Safety and Health Act of 1970, and amendments, as it may apply to this Contract.
9. If the Consultant does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the County may be considered. The Consultant shall be responsible for the costs of any and all alternate insurance coverage so obtained.

E. Assignment of Contractual Rights and Subcontracting:

It is agreed that the Consultant will not assign, transfer, convey, or otherwise dispose of this contract or its right, title, or interest in or to the same, or any part thereof, without written consent of the County.

Consultant shall not subcontract any work without the express written consent of the County. The County must approve all subcontractors.

F. Indemnity:

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

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, Lumpkin County's Request for Proposals issued January 11, 2023, and any addendums issued thereto, shall be deemed part of the contract. No documentation or information provided by the Consultant shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

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

I. Dispute Resolution:

Lumpkin County and the Consultant agree to resolve through negotiation or mediation prior to filing any cause of action. The venue for any litigation arising from this contract shall be Lumpkin County, Georgia.

J. Cancellation:

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

Failure of the Consultant to comply with any section or part of the contract will be considered grounds for immediate termination of the contract by the County without penalty to Lumpkin County. Lumpkin County shall pay for services rendered up to the point of termination.

The County reserves the right to cancel the contract and discontinue the services with a thirty (30) day written notice as a result of the failure of the Consultant to provide acceptable work and services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources.

Notwithstanding anything to the contrary contained herein, the County may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the Consultant.

If the termination clause is used by the County, the Consultant will be paid by the County for all scheduled work completed satisfactorily by the Consultant up to the termination date set forth in the written termination notice.

K. Safe Working Environment and Drug Free Workplace

Consultant shall provide a safe working environment.

Consultant certifies that the provisions of Code Sections 5024-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The Consultant further certifies that:

1. A drug-free workplace will be provided for the Consultant's employees during performance of the contract; and
2. If Consultant hires a Sub Contractor to work in a drug-free work place, Consultant shall secure from that Sub Contractor the following written certification:

As part of the subcontracting agreement with (Consultant's name), (Sub Contractor's name) certifies to the Consultant that a drug-free workplace will be provided for the Sub

Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

The Consultant further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

L. Amendments or Modifications:

All contract amendments or modifications must be in writing and signed by all parties.

M. Notices:

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

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

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

DebrisTech, LLC
Attn: Debra McCormick, Business Manager
923 Goodyear Blvd
Picayune, MS 39466

and to Lumpkin County at the following address:

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

N. Term of Contract:

This contract shall commence on April 1, 2023, and end on March 31, 2024. This contract may be renewed upon mutual agreement for up to three (3) additional one-year terms.

Lumpkin County:

Consultant:
DebrisTech, LLC

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

By: **Debra McCormick**
Title: **Business Manager**

Attest:

Melissa Z. Witcher, Lumpkin County Clerk

EXHIBIT 'A'

HOURLY RATE SCHEDULE

The hourly rates shall include all cost including applicable overhead and profit, overtime, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals.

ITEM #	POSITIONS	HOURLY RATES
1.	Project Manager	\$65.00
2.	Data Manager	\$55.00
3.	Cost Recovery Specialist	\$95.00
4.	Field Supervisors	\$47.00
5.	Fixed Site Monitors	\$36.00
6.	Environmental Specialist	\$0.00
7.	GIS Specialist	\$55.00
8.	Supervising Monitors	\$0.00
9.	Billing/Invoice Analysts	\$0.00
10	Administrative Assistants	\$0.00
11.	Field Monitors	\$36.00



Lumpkin County, Georgia

Special Projects

Date:	March 21, 2023
Agenda Item:	2023-027 GDOT Right of Way Maintenance Agreement at SR 9 and 52 Roundabout (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Right of Way Maintenance Agreement with GDOT to maintain the roundabout at SR 9 and 52
Facts & Historical Information:	In 2014 the Board of Commissioners signed a letter of support for the construction of a roundabout at SR 9 and 52. This letter included the County's agreement to participate in the maintenance of the intersection. The roundabout at SR 9 and 52 was constructed and the current agreement is with GDOT for the county to maintain that roundabout. This includes all items listed in Article XI - Roundabout Maintenance Work Plan which is included in the agreement. This agreement is similar and includes the same Maintenance Work Plan as the agreements the county currently has on the roundabout at Oak Grove and the roundabout at Copper Mines Rd and SR 52E. This agreement will be effective immediately and have a duration of 50 years.
Potential Courses Of Action:	A. Approve the agreement with GDOT as written to maintain the roundabout at SR 9 and 52 B. Revise the agreement with GDOT and approve C. Do not approve the agreement with GDOT to maintain the roundabout at SR 9 and 52
Budget Impact:	The cost for maintaining this roundabout will come from contingency.
Staff Recommendation:	A. Approve the agreement as written with GDOT for maintaining the roundabout at SR 9 and 52

RIGHT OF WAY MAINTENANCE AGREEMENT (LOCAL GOVERNMENT ONLY)

By and Between

THE

GEORGIA DEPARTMENT OF TRANSPORTATION

AND

Lumpkin County Government

PROJECT ID # 0009949

STATE ROUTE: 9, MP 12.21 to MP 12.25

THIS AGREEMENT made and entered into this March 22, 2023 (“Effective Date”) by and between the **DEPARTMENT** of Transportation, an agency of the State of Georgia, hereinafter referred to as “**DEPARTMENT**”, and Lumpkin County hereinafter referred to as “**LOCAL GOVERNMENT**” (the **DEPARTMENT** and **LOCAL GOVERNMENT** are sometimes referred to herein individually as a “Party” and collectively as the “Parties”).

WHEREAS, the **DEPARTMENT** desires to enter into a partnership to perform certain services relating to maintenance within **DEPARTMENT’S** right of way, hereinafter called the “**PROJECT**”, and

WHEREAS, the **PROJECT** is associated with a permit approved and issued by the **DEPARTMENT**, permit identification number (PERMIT ID #), N/A, which is referenced above and in **Exhibit A, MAINTENANCE AGREEMENT (MA) WORK PLAN**, and is hereby incorporated into this Agreement as if fully restated herein; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it shall bear all costs and liability associated with the **PROJECT**; and

WHEREAS, the **LOCAL GOVERNMENT** has represented to the **DEPARTMENT** that it is qualified and experienced to provide such services and the **DEPARTMENT** has relied upon such representation.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the Parties hereto that:

ARTICLE I

SCOPE OF PROJECT

The **DEPARTMENT** authorizes the **LOCAL GOVERNMENT** to perform or cause to be performed, the **PROJECT** consisting of certain services related to maintaining an identified section(s) of the **DEPARTMENT'S** rights of way. This Agreement does not provide the **LOCAL GOVERNMENT**, by implication or otherwise, any right, title or interest in or to the **DEPARTMENT'S** right-of-way in general nor to the **PROJECT** area specifically, except the right to conduct the **PROJECT** work set forth in the **MAINTENANCE AGREEMENT (MA) WORK PLAN** (Exhibit A) in accordance with the terms and conditions of this Agreement.

The maintenance duties and responsibilities of the **LOCAL GOVERNMENT** are defined set forth in **Exhibit A**, which is attached hereto and incorporated by reference as if fully set out herein. The **DEPARTMENT** grants to the **LOCAL GOVERNMENT** the right to maintain that specific section(s) of **DEPARTMENT** right-of-way located in **Lumpkin** County, as more particularly described in **Exhibit A**.

The **LOCAL GOVERNMENT** shall abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control and the standards for all **PROJECT** activities. Equipment or materials utilized for the **PROJECT** must be moved on or across a traveled right of way in a manner as not to unduly interfere with traffic.

Should the **LOCAL GOVERNMENT** desire that these maintenance services be performed by a third party, the **LOCAL GOVERNMENT** and the third party shall enter into an agreement, whereby the **LOCAL GOVERNMENT** shall assume all responsibility for repayment to the third party for those services rendered as set forth in Exhibit A. The Agreement between the **LOCAL GOVERNMENT** and any third parties to this Agreement, shall meet all operational and administrative requirements, including the provisions of liability insurance, as set forth by the **DEPARTMENT**. All liability associated with the **PROJECT** shall be borne by the **LOCAL GOVERNMENT** and any third parties, as set forth in Article VIII, herein.

In the event the **LOCAL GOVERNMENT** desires to perform any major maintenance activities, including significant landscaping, installation or significant repair of fencing/site furnishings/murals/signs/walls/lighting, or any other activities that may interfere with traffic or pedestrian flow within the right of way **PROJECT** limits, the **LOCAL GOVERNMENT** understands and agrees that it shall apply for and obtain a permit in accordance with the current edition of the **DEPARTMENT'S** Driveway & Encroachment Control Manual prior to performance, and execute a separate agreement with the **DEPARTMENT** associated specifically with such permit.

ARTICLE II
EXECUTION OF AGREEMENT AND AUTHORIZATION
TIME OF PERFORMANCE

The **LOCAL GOVERNMENT** shall begin work on the **PROJECT** under this Agreement immediately after receiving a signed and executed copy of the Agreement, unless noted otherwise in **Exhibit A** or upon completion of the construction project associated with PERMIT ID N/A

The duration of this Agreement shall be for fifty years from the Effective Date unless terminated sooner by the **DEPARTMENT** or the **LOCAL GOVERNMENT**.

ARTICLE III
SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services under this Agreement, any Party materially alters the scope, character or complexity of the services from those required under the Agreement, a Supplemental Agreement shall be executed between the Parties. It is understood, however, that the **LOCAL GOVERNMENT** shall not engage in any activities or conduct any work which would be considered to be outside the **PROJECT** scope of the permission granted to the **LOCAL GOVERNMENT** by the **DEPARTMENT**. Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the work may be made by written notification of such change by any Party with written approval by the other Parties.

ARTICLE IV
ASSIGNMENT

It is understood by the **LOCAL GOVERNMENT** that the work is considered personal and, except as provided for in Article I, the **LOCAL GOVERNMENT** agrees not to assign, sublet or transfer any or all of their interest in this Agreement without prior written approval of the **DEPARTMENT**.

ARTICLE V
CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in **Lumpkin** County, Georgia, without reference to its choice of law doctrine, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia. Any litigation arising out of this Agreement shall be commenced within the State of Georgia. The foregoing provisions shall not be construed as waiving any immunity to suit or liability, including without limitation, sovereign immunity which may be available to the Department.

ARTICLE VI
INSURANCE

1. It is understood that the **LOCAL GOVERNMENT** (indicate by checking which is applicable):

☐ is self-insured.

OR

☐ shall obtain coverage from the **LOCAL GOVERNMENT**'s private insurance company or cause its consultant/contractor to obtain coverage.

Prior to beginning the work, the **LOCAL GOVERNMENT** shall furnish to the **DEPARTMENT**, a copy of the certificates and endorsement page(s) for the minimum amounts of insurance indicated below in Section 2 of Article VI of the Agreement.

2. Minimum Amounts. The following minimum amounts of insurance coverage from insurers rated at least A- by A.M. Best's and registered to do business in the State of Georgia:

- (a) Workmen's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. The **DEPARTMENT** shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
- (c) The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement. Failure by the **LOCAL GOVERNMENT** to procure and maintain the insurance as set forth above shall be considered a default and cause for termination of this Agreement and, if applicable, forfeiture of the Performance and Payment Bonds.
- (d) Excess liability coverage. To achieve the appropriate coverage levels set forth in this Article VI, a combination of a specific policy written with an umbrella policy covering liabilities above stated limits is acceptable.

3. The **LOCAL GOVERNMENT** shall furnish upon request to the **DEPARTMENT**, certificates of insurance evidencing such coverage. The insurance certificate must provide the following:

- i. Name, address, signature and telephone number of authorized agents.
- ii. Name and address of insured.
- iii. Name of Insurance Company.
- iv. Description of coverage in standard terminology.
- v. Policy number, policy period and limits of liability.
- vi. Name and address of **DEPARTMENT** as certificate holder.

- vii. Thirty (30) day notice of cancellation.
- viii. Details of any special policy exclusions.

4. The **LOCAL GOVERNMENT** shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the **DEPARTMENT**.
5. Waiver of Subrogation. There is no waiver of subrogation rights by either Party with respect to insurance.

ARTICLE VII

COMPENSATION

It is agreed that the **LOCAL GOVERNMENT** shall conduct all work at no cost to the **DEPARTMENT**, and without compensation from the **DEPARTMENT**. It is further agreed that any and all issues relating to compensation and payment shall be resolved by and between the **LOCAL GOVERNMENT** and any successors, subcontractors, or assigns thereto.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** further agree that, should the **DEPARTMENT** be required to conduct any inspections and/or supervision of the **PROJECT** beyond that which would normally occur in the ordinary course of the **DEPARTMENT'S** maintenance activities, the **LOCAL GOVERNMENT** shall reimburse the **DEPARTMENT** for such inspection and supervision. The rate of reimbursement for the **DEPARTMENT'S** inspection and supervision shall in no case exceed a rate determined to be reasonable by the Parties.

Should the **LOCAL GOVERNMENT** and the **DEPARTMENT** desire to change this agreement at a later date to provide for compensation to the **LOCAL GOVERNMENT**, or any successors or assigns thereto, such change shall only be permitted by a supplemental agreement as set forth in Article III herein. Any supplemental agreements involving compensation shall be subject to the **DEPARTMENT** review and approval.

ARTICLE VIII
RESPONSIBILITY FOR CLAIMS AND LIABILITY
LOCAL GOVERNMENT NOT AGENT OF DEPARTMENT

To the extent allowed by law, the **LOCAL GOVERNMENT** and all successors and assigns thereto, shall save harmless the **DEPARTMENT**, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the performance of **PROJECT** work under this Agreement, or due to any breach of this Agreement by the **LOCAL GOVERNMENT**, except to the extent of harm caused by the **DEPARTMENT** or its agents. These indemnities shall not be limited by reason of the listing of any insurance coverage.

The **LOCAL GOVERNMENT** further agrees that it shall be fully responsible for injury or damage to landscaping, landscape related items, and any other non-standard and decorative elements previously installed by or for the **LOCAL GOVERNMENT** within the right of way, and for any damage to the **DEPARTMENT'S** signs, structures, or roadway fixtures, if the **LOCAL GOVERNMENT** caused the damage.

It is further understood and agreed that the **LOCAL GOVERNMENT**, or any successor or assigns thereto, in the conduct of any work involved in the **PROJECT**, shall not be considered the agent of the **DEPARTMENT** or of the State of Georgia.

ARTICLE IX
TERMINATION OF CONTRACT

The **DEPARTMENT** may terminate this Agreement for just cause or convenience at any time by giving the **LOCAL GOVERNMENT** at least thirty (30) days written notice of such termination, unless there is imminent or serious danger to the public health, safety, or welfare or to property, in which case termination shall be immediate. Upon receipt of such notice of termination, the **LOCAL GOVERNMENT** shall discontinue and cause all **PROJECT** work under this Agreement to terminate upon the date specified in the said notice. In the event of such termination, the **DEPARTMENT** shall be paid for any amounts as may be due it as specified in Article VII up to and including the specified date of termination.

The **LOCAL GOVERNMENT** shall have the right to terminate this Agreement at any time by giving the **DEPARTMENT** at least thirty (30) days advance written notice, provided that the **DEPARTMENT** is reimbursed in full for all services rendered pursuant to Article VII. Termination initiated by the **LOCAL GOVERNMENT** shall be contingent upon the following, if applicable:

- (a) The **LOCAL GOVERNMENT**, at the discretion of the **DEPARTMENT**, removing the planted landscaping, landscape related items, and any other non-standard and decorative elements that were installed by or for the **LOCAL GOVERNMENT** at no cost to the **DEPARTMENT**.

- (b) The **LOCAL GOVERNMENT** restoring the removed landscape areas to their original condition or a condition that meets federal standards and is acceptable to the **DEPARTMENT**.
- (c) The **LOCAL GOVERNMENT** restoring the removed non-standard and decorative elements with standard **DEPARTMENT** elements that meet federal and state requirements.
- (d) The **LOCAL GOVERNMENT** reimbursing the **DEPARTMENT** in full any state and/or federal funds used to purchase and install the landscaping, landscape related items, and other non-standard and decorative elements that are no longer to be maintained by the **LOCAL GOVERNMENT**.

The **DEPARTMENT** and the **LOCAL GOVERNMENT** agree that should the **LOCAL GOVERNMENT** fail to perform the maintenance activities as set forth in Exhibit A, the **DEPARTMENT** may require the **LOCAL GOVERNMENT** to remove, restore, and reimburse according to items “A”, “B”, “C”, and “D” above, as applicable, and then terminate the Agreement.

ARTICLE X

COMPLIANCE WITH APPLICABLE LAW

The undersigned certify that:

1. This Agreement is subject to applicable state and federal laws, standards, and rules and regulations.
2. The provisions of Sections 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State Employees and Officials Trading with the State have been complied with in full.
3. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full.

ARTICLE XI

MISCELLANEOUS

1. **NON-WAIVER.** No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
2. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
3. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the

contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution.

4. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
5. **WHEREAS CLAUSE AND EXHIBITS.** The Whereas Clauses and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
6. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
7. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
8. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
9. Pursuant to O.C.G.A. Sec. 50-5-85, the **LOCAL GOVERNMENT** hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
10. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

**THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES ON THE FOLLOWING PAGE.**

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

_____(Seal)
Commissioner or designee

ATTEST:

Treasurer

LOCAL GOVERNMENT:

_____(Seal)

Name and Title: _____

ATTEST:

Name and Title: _____

EXHIBIT A
MAINTENANCE WORK PLAN
PERMIT ID # _____N/A_____

ARTICLE XI

ROUNABOUT MAINTENANCE WORK PLAN
for
SR 9, Mile point 12.21 to 12.25

For all maintenance activities, at a minimum, abide by the Federal Manual of Uniform Traffic Control Devices (MUTCD) standards, current edition, for temporary traffic control. Move equipment or materials on or across a traveled way in a manner as not to unduly interfere with traffic.

Watering

- Provide adequate water to maintain healthy plant material
- Water in a manner that it does not endanger pedestrian or vehicular traffic
- Water according to the state or local government restrictions

Pruning

- Remove dead or diseased planted vegetation.
- Prune trees and shrubs to maintain the health of the plants and to maintain in the intended design character of the plant (no stump pruning or lollipop/ball shapes)
- Prune trees and shrubs as needed to remove damage by storm or accident events and to prevent safety hazards. Prune to maintain open sight distances, clear zone areas and traffic sign visibility. Provide clearance for pedestrian and vehicular traffic mobility.
- Prune according to American National Standards Institute, latest edition, A300 Part 1 pruning standards

Plant Replacement

- Replacement of dead or diseased vegetation of planted material within the project limits is the responsibility of the LICENSEE
- Replacement plant material must be according to Policy 6755-9 – Policy for Landscaping and Enhancements on GDOT Right of Way and GDOT Specification Section 702.

Weeding

- Maintain right of way free of weeds, exotic and invasive pest plants, undesired vegetation and other noxious weeds.
- Any herbicides used shall be approved by the Applicant and the Georgia Department of Transportation.
- Applications of herbicide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Herbicide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When herbicides are being applied the person applying shall have in their possession all labeling associated with the pesticide/herbicide and their license/certification.
- Post warning signs for herbicide use as required by state code.

Pest Control

- Pest management shall be addressed by Integrated Pest Management (IPM) techniques.
- Any pesticides used shall be approved by the Applicant and the Georgia Department of Transportation.

- Applications of pesticide shall conform to GDOT guidelines and will require approval from/coordination with GDOT Office of Maintenance Agronomist Manager.
- All Pesticide use shall be under the direct supervision of someone with the appropriate Commercial Category 27 (right of way use) license.
- When pesticides are being applied the person applying shall have in their possession all labeling associated with the pesticide and their license/certification.
- Post warning signs for pesticide use as required by state code.

Mowing and trimming of grass

- Maintain a neat appearance and clear sight lines for pedestrian and vehicular traffic.

Mulching

- Replace mulch in plant beds as needed to maintain an attractive, fresh look at a 2-3" depth
- Maintain mulch so that it will not spread or wash on to pedestrian paths or traveled lanes
- Keep mulch clear of tree and shrub trunks and crowns, minimum of 3" off of any stem as it enters the ground. Do not bury root flares, remove mulch as necessary to prevent burying root flares, trunks or shrub stems.

Litter

- Completely remove all litter and debris and other objectionable material on site.
- Do not deposit or blow litter, debris and vegetation into gutters or drainage structures.
- Make disposal in accordance with local and state laws.
- Remove all graffiti within project limits

NOTE:

All major maintenance repair activities and activities that may interfere with traffic or pedestrian flow within the right of way project limits, such as travel lane/walkway closures, require the LICENSEE notify the Department at least 48 hours prior to the activity to coordinate and gain Department approval.



Lumpkin County, Georgia

Development Authority

Date:	March 21, 2023
Agenda Item:	2023-028 Financial Assistance Award Form CD-451 for award 13-08-I2210_2 CD -451 (<i>Development Authority Director Rebecca Mincey</i>)
Item Description:	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.
Facts & Historical Information:	Lumpkin County was awarded federal funding through the US Department of Commerce's National Telecommunications & Information Administration Broadband Infrastructure Program on March 1, 2022. As of October 11, 2022 Lumpkin County received approval of a 12-month extension for the Environmental Assessment & Historical Preservation review to September 1, 2023. Due to the extenuating circumstances further described in the Item Description, Lumpkin County & Windstream also requested a one-year extension to the Period of Performance from February 28, 2023 to February 28, 2024.
Potential Courses Of Action:	- Accept the amendment to the Financial Award as presented. - Accept the amendment to the Financial Award with recommended changes. - Do not accept the amendment to the Financial Award.
Budget Impact:	None known at this time.
Staff Recommendation:	Accept the amendment to the Financial Award as presented.

FORM CD-451 (REV. 11/18)		U.S. DEPARTMENT OF COMMERCE		☒ GRANT ☐ COOPERATIVE AGREEMENT	
AMENDMENT TO FINANCIAL ASSISTANCE AWARD				AWARD NUMBER 13-08-I2210	
CFDA NO. AND NAME 11.031 - Broadband Infrastructure Program					
PROJECT TITLE Broadband Build Out in County of Lumpkin					
RECIPIENT NAME Lumpkin, County of				AMENDMENT NUMBER 2	
STREET ADDRESS 99 Courthouse Hill Suite H				EFFECTIVE DATE 2/28/2023	
CITY, STATE ZIP Dahlonega, GA 30533-0541				EXTEND PERIOD OF PERFORMANCE TO (IF APPLICABLE) 02/28/2024	
COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST	
FEDERAL SHARE OF COST	\$3,236,198.00	\$0.00	\$0.00	\$3,236,198.00	
RECIPIENT SHARE OF COST	\$1,935,845.00	\$0.00	\$0.00	\$1,935,845.00	
TOTAL ESTIMATED COST	\$5,172,043.00	\$0.00	\$0.00	\$5,172,043.00	
REASON(S) FOR AMENDMENT This award is hereby amended to 1) approve a no-cost extension from 02/28/2023 to 02/28/2024 per the recipient's request dated 12/08/2022 at no additional cost to the government and approve carry forward of the unobligated balance to the extension period; 2) update specific award condition (SAC) no. 7. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED AND IN EFFECT					
This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds. ☒ SPECIFIC AWARD CONDITION(S) ☐ LINE ITEM BUDGET ☐ OTHER(S)					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER Yongming Qiu				DATE	
TYPED NAME, TYPED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				DATE	

Award Number: 13-08-I2210, Amendment Number 2

Federal Program Officer: Emily You

Requisition Number: BIP2216

Employer Identification Number: 586000857

UEI Number: KXJCT7D54GD8

Recipient ID: 1329258

Requestor ID: 1329258

Award ACCS Information

Bureau Code	FCFY	Project-Task	Org Code	Obj Class	Obligation Amount
61	2022	4844003-000	06-00-0000-00-00-00-00	41-19-00-00	\$0.00

Award Contact Information

Contact Name	Contact Type	Email	Phone
Mrs. Abby C Branan	Administrative	abby.branan@lumpkincounty.gov	706-482-2554

NIST Grants Officer:

Yongming Qiu
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-5437

NIST Grants Specialist:

Kimberly Campbell Shields
100 Bureau Drive, MS 1650
Gaithersburg, MD 20899-1650
(301) 975-0000

**NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
BROADBAND INFRASTRUCTURE PROGRAM
FINANCIAL ASSISTANCE
SPECIFIC AWARD CONDITIONS**

7. (Revised) Period of Performance and Funding Limitations:

The scope of work and budget incorporated into this award covered a 1-year period of performance from **03/01/2022 to 02/28/2023** (referred to as the “project period”), for a total of \$3,236,198.00 in Federal funds. NIST acknowledges receipt of the Recipient’s request dated **12/08/2022** to extend the project period by 12 months at no additional cost to the Federal government. Pursuant to this amendment, the revised project period shall be **03/01/2022 to 02/28/2024**.

The Recipient may not obligate, incur any expenditure, nor engage in any activity that involves a commitment of Federal funds under this Agreement in excess of the Federal amount presently available. Should such an excess obligation, expenditure, or commitment occur, no legal liability will exist or result on the part of the Federal Government for payment of funds.

End of Specific Award Conditions



Lumpkin County, Georgia

Sheriff

Date:	March 21, 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

Public Works

Date:	March 21, 2023
Agenda Item:	2023-030 2023 LMIG Contract Amendment 1 - Colditz Trucking (<i>Special Projects Manager Charles Trammell</i>)
Item Description:	Recommendation to add this list of roads to the recently bid LMIG list for 2023.
Facts & Historical Information:	On January 26, 2023 Lumpkin County received bids for the resurfacing of various county roads under the LMIG program. Six companies submitted bids on these projects and the low bidder was Colditz Trucking and paving. This contractor has agreed to amend this LMIG contract and add our TSPLOST list of roads to it at the same price, saving the county approximately \$11,000.00 plus the cost of advertising and bidding them out. There are 9 roads on the TSPLOST list and all will be paid with TSPLOST funds.
Potential Courses Of Action:	A) Staff recommends the approval of this contract to be amended and add the TSPLOST roads. B) Do not add them and we will put them out for bid. C) Don't bid them out for this year's paving.
Budget Impact:	Will be paid for from TSPLOST funds.
Staff Recommendation:	Staff recommends course of action number A.

**AMENDMENT NO. 1 TO
CONTRACT
FOR
ASPHALT LEVELING AND RESURFACING OF VARIOUS COUNTY ROADS
LMIG PROJECT 2023-001**

This agreement is made and entered into between the **Lumpkin County Board of Commissioners**, hereinafter referred to as "Lumpkin County", a political subdivision of the State of Georgia, and **Colditz Trucking, Inc.**, hereinafter referred to as "Contractor".

Whereas, Contractor entered into a contract with Lumpkin County on February 21, 2023, for the leveling and resurfacing of certain county roads; and

Whereas, Lumpkin County desires to add certain roads to said Contract; and

Whereas, Contractor agrees to the addition of certain roads to said Contract;

Now therefore, in consideration of the mutual benefits accruing to each party, the parties hereby agree to amend the Contract as follows:

In addition to the work described in said Contract, Contractor shall perform leveling and resurfacing with asphalt concrete of the county roads listed in the Amendment No. 1 Road List attached hereto as Exhibit 'A'.

Contractor shall be paid for the additional work performed under this Amendment on the same unit price basis as set forth in the Contract, with the exception of traffic control which shall be paid in the lump sum amount of \$78,750.00.

Except as specifically amended herein, all terms and conditions of the original contract shall remain in full force and effect and shall apply to the additional work set out herein.

This amendment is made and entered into this 21st day of March, 2023.

Lumpkin County:

Contractor:

Colditz Trucking, Inc.
By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Teresa Colditz, President

Attest:

[Corporate Seal]

Melissa Z. Witcher
Lumpkin County Clerk

EXHIBIT 'A'

Amendment No. 1 Road List						
	ROAD NAME		START	END	WIDTH (ft)	LENGTH (Mi.)
	Gold Crest Dr		Gold Cove Dr	cul de sac	19	0.62
	Gold Cove Dr		Sr 115 /Long Branch Rd	cul de sac	20	0.67
	Clay Creek Falls Rd		SR 9	Oak Grove Rd	20	2.19
	Gold Vw		Gold Cove Dr	Buckeye Ln N/S	18	0.33
	Holly Ln		Sr 115 /Long Branch Rd	cul de sac	18	0.30
	Jay Bridge Rd		river bridge	Oak Grove Rd	19	1.25
	Acorn Dr		Holly Ln	50' past Gooseberry Ln	11	0.12
	Honey Tree Ter		Bear Slide Path	cul de sac	20	0.10
	Bear Slide Path		Bear Slide Rd	cul de sac	20	0.10



Lumpkin County, Georgia

County Manager

Date:	March 21, 2023
Agenda Item:	2023-031 Approve Revised and Restated Intergovernmental Agreement between the Lumpkin County Board of Commissioners and the Development Authority of Lumpkin County (<i>County Manager Alan Ours</i>)
Item Description:	Revised and Restated Intergovernmental Agreement between the Lumpkin County Board of Commissioners and the Development Authority of Lumpkin County
Facts & Historical Information:	The creation of the position of Community and Economic Development Executive Director requires the existing intergovernmental agreement with the Development Authority be revised and restated to reflect the reporting structure and funding of the new position as outlined in item number 10.
Potential Courses Of Action:	A. Approve the revised and restated intergovernmental agreement between the Lumpkin County Board of Commissioners and the Development Authority of Lumpkin County B. Modify the revisions C. Take no action
Budget Impact:	Budget savings will be realized by both the Development Authority and Lumpkin County by sharing in the cost of the position of Executive Director
Staff Recommendation:	

**REVISED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BY
THE LUMPKIN COUNTY BOARD OF COMMISSIONERS
AND THE DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY**

The Lumpkin County Board of Commissioners (the “County”) and the Development Authority of Lumpkin County (the “Authority”), by official act of their respective bodies, and in consideration of payments by the Authority to the Commission as provided herein, do hereby agree as follows:

1. **Financial Services.** The County shall provide to Authority financial services to include, but not limited to, financial records management and storage; processing and payment of accounts; reconciliation of banking and financial transactions; compiling regular financial reports for the Authority Board; processing and reporting of Authority payroll and benefit programs; assistance with Annual Audit and preparation with outside auditors; and assistance with Annual Authority Budget. The Authority will pay for these County services at an agreed upon rate of \$350.00 per month, which shall be reviewed annually.
2. **County Contributions to Authority.** The County may allocate funds to the Authority within its Annual Budget which shall be used for the purposes of economic development. The County may also allocate funds in Special Purpose Sales Tax Programs to the Authority for the purposes of economic development. The Authority may allocate funds to the County, or any of its political subdivisions thereof, provided this allocation benefits an economic development project, and is described in a separate intergovernmental agreement detailing the project and approved by the participating government entities.
3. **County Travel and Expense Regulations.** The directors and employees of the Authority shall comply with the County Travel Regulations and Procedures. Approvals and authorizations for travel, meetings or other Authority business expenses shall be made by a designated officer of the Authority, or the Executive Director of the Authority as allowed by the Bylaws of the Authority, which shall govern regarding financial authorization and controls. Rules and regulations may be amended by the Authority Board from time to time as it sees fit to administer its activities.
4. **Annual Audit.** The Authority agrees to provide the County an annual audited financial statement per Georgia Code Section 36-62-5(f), at the expense of the Authority.
5. **Liability Insurance.** As long as the Authority’s monthly financials are managed by the County, the Authority is eligible to rely upon the County property and liability policy, at the expense of the Authority and recognizing there is no reimbursement for premiums paid in advance.
6. **Employee Benefits.** The County agrees to allow employees of the Authority to participate in its standard health and ancillary insurances, unemployment insurance, death and disability insurance and life insurance programs, as permitted by the program providers. Employees of the Authority shall contribute to these programs at the County employee rate, and the Authority shall quarterly reimburse the County for all other expenses related to participation in these programs. The County does not have an existing unemployment insurance policy. The Authority agrees to coordinate with the state unemployment office directly if an unemployment claim is filed.

7. **Pension Plan Ineligibility.** The Authority understands and agrees that employees of the Authority are not eligible to participate in the existing County Defined Benefit plan, or 401a plan, which requires ongoing contributions from the county to maintain.
8. **Retirement Plan Eligibility.** The Authority understands that employees of the Authority are eligible to participate in the County Defined Benefit plan, 475 plan, with the entirety of contributions made by the Authority and employee.
9. **Facilities and Equipment.** The County shall provide the Authority office space for operation of the Authority at no cost to the Authority, except for normal usage fees for office equipment and supplies, which shall be reimbursed by the Authority.
10. **Executive Director of the Authority.** The Lumpkin County Community & Economic Development Director shall serve as the Executive Director of the Authority.
 - a. The Community & Economic Development Director is a County position and will report directly to the County Manager.
 - b. The performance of the Executive Director shall be reviewed annually by the Executive Committee and the County Manager. The Executive Director may only be terminated by the County Manager.
 - c. The Community & Economic Development Director position is categorized as an exempt employee and will be eligible for all benefits available to Lumpkin County employees.
 - d. The Authority shall reimburse the County for 50% of the salary and benefits costs of the Community & Economic Development Director position.

Nothing in this agreement shall create or transfer any liability to County from Authority. No bonds, obligations of, or any other indebtedness incurred by the Authority shall constitute an indebtedness or obligation of the County or any of its political subdivisions, per Georgia Code 36-62-10.

In the ongoing exercise of this agreement, the County shall act through its County Manager and Director of Finance and the Authority shall act through its Executive Director.

This agreement shall automatically renew annually unless altered or terminated by either party. Either party may terminate this agreement in writing with 60 days notice.

Approved by the Lumpkin County Board of Commissioners this ____ day of March, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Approved by the Development Authority of Lumpkin County this ____ day of March, 2023.

Henry Davis, Chairman
Lumpkin County Development Authority



Lumpkin County, Georgia

County Attorney

Date:	March 21, 2023
Agenda Item:	Hidden Cove Road Quit Claim Deed (<i>County Attorney Joy Edelberg</i>)
Item Description:	Discussion on quit claiming a small parcel containing the Hidden Cove Subdivision community well located within the right of way of Hidden Cove Road
Facts & Historical Information:	Alvin Self and Bobby Self were the developers of Hidden Cove Subdivision. According to the county road file on Hidden Cove Road, the county does not have a right of way deed. The recorded subdivision survey indicates the right of way width is 40'. The subdivision survey depicts two wells located within the right of way, but outside of the 40'. Bobby Self has turned over the Hidden Cove community water system to American Water Services, Inc. Bobby Self and American Water Services have requested a quit claim deed from the County for a small parcel consisting of 0.07 acre where the community water system is located. Since the County never received a deed for the right of way, the County has a prescriptive right of way for the width of the road the County has been maintaining through the years. The County has never claimed or maintained the area where the community water system is located.
Potential Courses Of Action:	- Approve the request for a Quit Claim Deed. - Deny the request for a Quit Claim Deed.
Budget Impact:	There is no budget impact.
Staff Recommendation:	

PLEASE RETURN TO:
CARL S. FREE
ATTORNEY AT LAW
P.O. BOX 884
CLEVELAND, GA 30528
FILE # 22-558

QUIT-CLAIM DEED

**STATE OF GEORGIA
COUNTY OF WHITE**

This indenture, made the _____ day of _____ in the year of our Lord Two Thousand Twenty-Three (2023), between, **LUMPKIN COUNTY, GEORGIA**, a Political Subdivision of the State of Georgia, Grantor, and **AMERICAN WATER SERVICES, INC.**, Grantee,

WITNESSETH, that the said Grantor, for and in consideration of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell, convey, remise, release and forever QUIT-CLAIM unto the said Grantee, all the right, title, interest, claim or demand which the Grantor may have had in and to the following described property:

ALL THAT TRACT OR PARCEL OF LAND, lying and being in Land Lot 1020, 12th District, 1st Section, Lumpkin County, Georgia, consisting of 0.07 acre, as shown on that Plat of Survey prepared for Self & Self Contractors by London Land Surveying under date of December 5, 2022, and being recorded in Plat Book 2022, Page 289, Office of the Clerk of Superior Court of Lumpkin County, Georgia. The description as shown by said plat of survey is incorporated herein by reference for a more particular description thereof.

Subject to restrictions, reservations, easements and rights of way of record, if any.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only property use, benefit and behoof of the said Grantee so that neither Grantor nor any other person claiming under him shall at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

In witness whereof, the Grantor has hereunto set his hand and affixed his seal the day and year above written.

Signed, sealed and delivered in the presence of:

LUMPKIN COUNTY, GEORGIA,
a Political Subdivision of the State of Georgia, Grantor

Witness

_____(SEAL)
By: _____
Title: _____

Notary Public
My Commission Expires: _____

P2022000271
BK:2022 PG:289-289

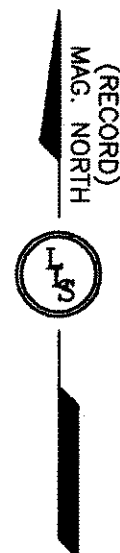
FILED IN OFFICE
CLERK OF COURT
12/14/2022 11:09 AM
RITA HARKINS, CLERK
SUPERIOR COURT
LUMPKIN COUNTY, GA

Rita Harkins

8062908767
PARTICIPANT ID

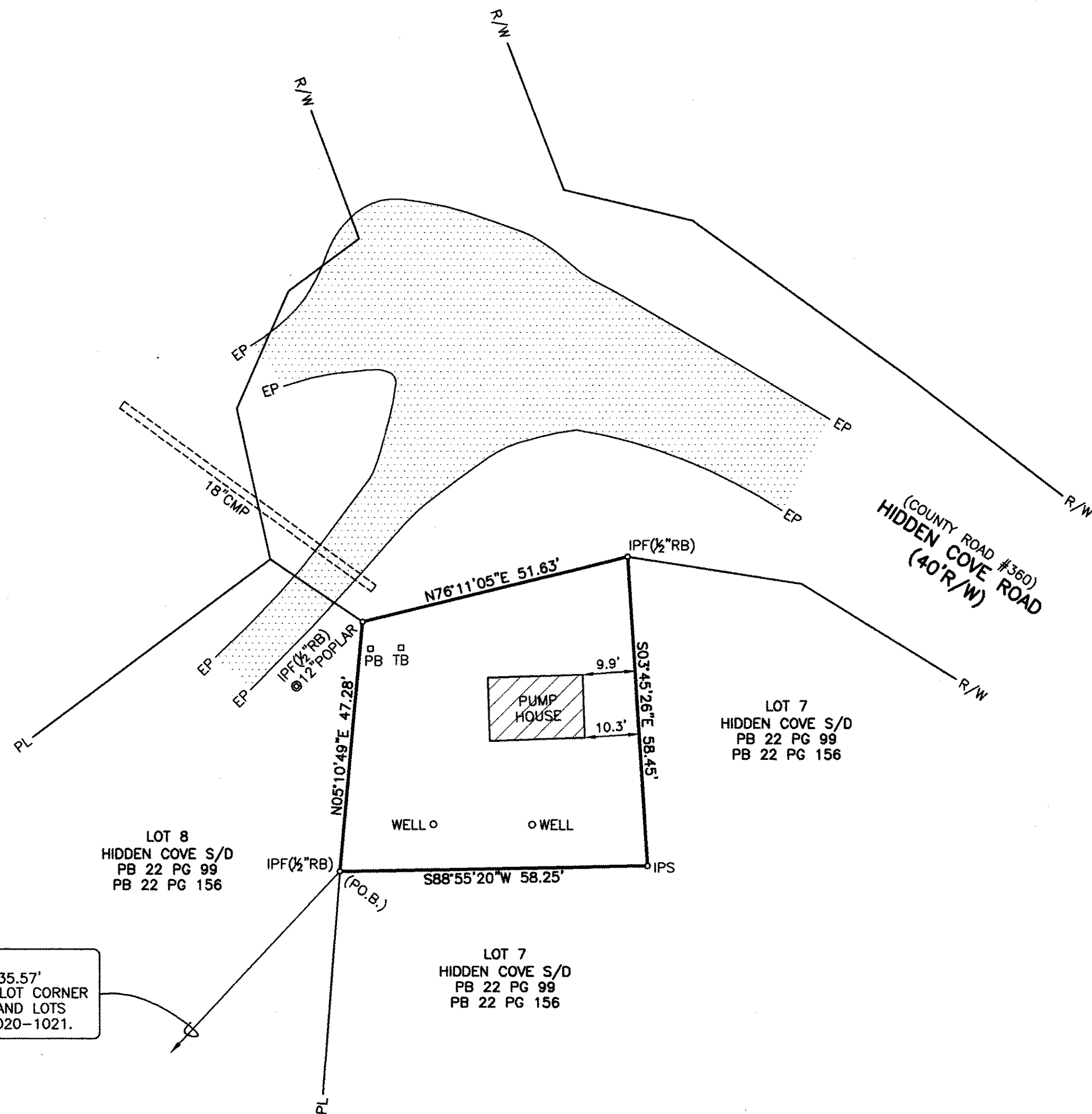
THIS BLOCK RESERVED FOR
THE CLERK OF SUPERIOR COURT

NOTE:
RECORD MAGNETIC NORTH BASED ON A PLAT
RECORDED IN PLAT BOOK 22 PAGE 99 &
ORIENTED TO THE WEST PL OF LOT 8.



A LEICA TS 06 PLUS TOTAL STATION
WAS USED TO OBTAIN THE LINEAR AND
ANGULAR MEASUREMENTS USED IN THE
PREPARATION OF THIS PLAT.
THE FIELD DATA UPON WHICH THIS MAP
OR PLAT IS BASED HAS A CLOSURE
PRECISION OF ONE FOOT IN 40,687
FEET AND AN ANGULAR ERROR OF 06"
PER ANGLE POINT, AND WAS ADJUSTED
USING THE COMPASS RULE METHOD.
THIS MAP OR PLAT HAS BEEN
CALCULATED FOR CLOSURE AND IS
FOUND TO BE ACCURATE WITHIN ONE
FOOT IN 35,669 FEET.

LEGEND:	
AI	ANGLE IRON
ASP	ASPHALT
BL	BUILDING LINE
BWF	BARB WIRE FENCE
CL	CENTERLINE
CLF	CHAIN LINK FENCE
CMF	CONCRETE MONUMENT FOUND
CMP	CORRUGATED METAL PIPE
CONC	CONCRETE
CTP	CRIMPED TOP PIPE
DI	DROP INLET
EP	EDGE OF PAVEMENT
FH	FIRE HYDRANT
GW	GUY WIRE
HWF	HOG WIRE FENCE
IPF	IRON PIN FOUND
IPS	IRON PIN SET (1/2"REBAR)
LL	LAND LOT
LLL	LAND LOT LINE
MH	MANHOLE
MR	METAL ROD
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PB	POWER BOX
PL	PROPERTY LINE
PP	POWER POLE
P/TP	POWER & TELEPHONE POLE
RB	REBAR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SP	SERVICE POLE
TB	TELEPHONE BOX
WM	WATER METER
WV	WATER VALVE



DEED REFERENCE:(CURRENT OWNER)
1) DEED FOR SELF & SELF CONTRACTORS
DATED OCTOBER 18, 1989
DEED BOOK Q8 PAGES 153-154.
2) DEED FOR FAYE SELF
DATED APRIL 6, 1991
DEED BOOK N13 PAGES 206-210.

PLAT REFERENCE:
SURVEY FOR HIDDEN COVE SUBDIVISION
PREPARED BY MICHAEL SCUPIN
DATED MAY 15, 1990
REVISED JANUARY 29, 1991
PLAT BOOK 22 PAGE 156.

A division of land as indicated on this Plat
has been reviewed and determined to be in
compliance with the Regulations of Lumpkin
County and is approved for recording.

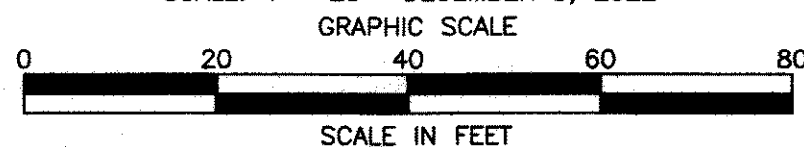
Jennifer R. Harkins 12-9-2022
Planning Director Date

TOTAL AREA = 0.07 ACRE
(2,855 SQ.FT.)

TIE:(P.O.C.)
S42°55'25"W 335.57'
TO THE LAND LOT CORNER
COMMON TO LAND LOTS
1010-1011-1020-1021.

WELL SITE SURVEY FOR
SELF & SELF CONTRACTORS

LOCATED IN
BEING
A PORTION OF
HIDDEN COVE SUBDIVISION
LOCATED IN
LAND LOT 1020 12th DISTRICT 1st SECTION
LUMPKIN COUNTY, GEORGIA
SCALE: 1"= 20' DECEMBER 5, 2022



FIELD WORK DATE:
DECEMBER 1, 2022

SURVEYOR'S CERTIFICATE:
AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION
15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND
SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL
JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL
CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON.
SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED
WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY
PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE
OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND
SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE
MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN
GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF
THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN
O.C.G.A. SECTION 15-6-67.
A. Darin Cain 12/05/2022
A. DARIN CAIN, RLS 2716 DATE



LONDON LAND SURVEYING
& ASSOCIATES, INC.
167 EAST JARRARD STREET
CLEVELAND, GEORGIA 30528
(706) 865-0749
LICENSE No. LSF 522



Lumpkin County, Georgia

County Clerk

Date:	March 21, 2023
Agenda Item:	Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Welcome Dinner (<i>County Clerk Melissa Witcher</i>)
Item Description:	Special Event Permit allowing the Chamber of Commerce to hold their annual welcome dinner on August 31, 2023.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing Dahlonega-Lumpkin County Chamber and Visitors Bureau to hold a Leadership Lumpkin County Welcome Dinner event with beer/wine. LLC Welcome Dinner will be held August 31 on the property located at 65 R Ranch Road, Dahlonega, GA 30533.
Potential Courses Of Action:	A. Approve the special event license B. Deny the special event license
Budget Impact:	
Staff Recommendation:	Approve the special event permit.



Lumpkin County Non-profit Organization Special Event Permit Application

Please complete the attached application and return to:
Lumpkin County Board of Commissioners
Attn: County Clerk 99 Courthouse Hill, Suite H Dahlonega, Georgia 30533

APPLICATION

Payment in the amount of **\$50.00 per event** for qualified **non-profit organizations** must be included with the application and be payable to: Lumpkin County Board of Commissioners. Remember to sign and date, attach proper payments, and any required documentation. Incomplete applications, applications submitted without proper payment or required documentation will be returned.

For further information, consult the Alcoholic Beverage Ordinance found on the Lumpkin County website.

If you have not done so, contact the Georgia Department of Revenue (404)-417-4477 or 1-800-602-8477 concerning the state special events permit. You can obtain information via their website: <https://etax.dor.ga.gov>.

A nonprofit special event permit may be granted to the same applicant a maximum of 12 days per year.

You **must** attach the following:

- ☐ **Completed Application Form** (*all* pages) and fee of **\$50.00 per event** for qualified non-profit organizations made payable to: "Lumpkin County Board of Commissioners"
- ☐ **Property Owner Approval** – notarized letter stating permission to hold event.
- ☐ **Sheriff's Office Approval** – of crowd & traffic control, parking, and security measures.
- ☐ **County Public Works Department Approval** – of premises, traffic control measures, and parking.
- ☐ **Certificate of Insurance** - which shall indemnify and hold the county harmless from claims, demand or cause of action which may arise from activities associated with the special event. No event may be held until ten business days after the policy has been recorded with the county.
- ☐ **Written Statement** - that any employee or volunteer working on the special event in any position of dispensing, selling, serving, taking orders or mixing alcoholic beverage shall be knowledgeable about laws concerning alcoholic beverages.
- ☐ **Written Plan** – if applicable, for adequate water, food and sanitary facilities, and a fallback plan should the crowd be larger than expected.
- ☐ **Documentation** – If event is for **non-profit organizations**, documentation must be shown that the special event is associated with and will benefit charitable and/or civic organizations, or provide a copy of tax exempt status (501C3 letter from IRS).

If you have any questions please contact the County Clerk at 706-864-3742



Lumpkin County Non-profit Organization Special Event Permit Application

Incomplete applications, applications submitted without proper payment or required documentation will be returned.

Print all except signature.

Name of non-profit organization

Address of non-profit organization

Tax I.d. Number _____

Type of Alcoholic Beverages to be sold at event ____Beer/Wine ____Distilled Spirits ____Both

Location of the Event

Desired Date of the Event

Desired Time of the Event

*Name of the Property Owner where Event to be Held

*(Notarized letter from property owner stating permission to hold event must also be attached to application.)

Name of Individual Applying on Behalf of Non-Profit Organization

Don

Signature of Individual Applying on Behalf of Non-Profit Organization

Residence: _____
street (911 address) city county state zip

Phone number: _____ email address: _____

If you have any questions please contact the County Clerk at 706-864-3742



Lumpkin County Non-profit Organization Special Event Permit Application

Lumpkin County Sheriff's Review

Application for Special Event Permit for Sale or Dispensing of Alcoholic Beverages

Applicant's Name: Robb Nichols

Non-Profit Organization's Name: Dahlonega-Lumpkin County Chamber of Commerce

I, _____, Sheriff of Lumpkin County, have been given a copy of the county special event alcoholic beverage permit application filed by the above-named applicant applying on behalf of the named non-profit civic organization. I have reviewed the application, including the proposed date, time and place of the proposed activity. I have considered the nature of law enforcement services that this activity will require, and have provided the County with an estimate of the cost of such services if the same are estimated to be in excess of usual and normal costs.

I am approving the traffic control and parking arrangements of this event. Yes _____ No _____

I am approving crowd control and security measures at this event. Yes _____ No _____

This _____ day of _____, 20 _____.

Signature: _____
Sheriff of Lumpkin County

The Sheriff or his designee may immediately revoke any permit for a special event if it is determined continued alcohol sales may endanger the health, welfare or safety of the public.

If you have any questions please contact the County Clerk at 706-864-3742



Lumpkin County Non-profit Organization Special Event Permit Application

Lumpkin County Public Works Director's Review

Application for Special Event Permit for Sale or Dispensing of Alcoholic Beverages
by a Non-Profit Organization

Applicant's Name: Robb Nichols

Non-Profit Organization's Name: Dahlonge-Lumpkin County Chamber of Commerce

I, David Robinson, Public Works Director of Lumpkin County, have been given a copy of the county special event permit application filed by the above-named applicant applying on behalf of the named non-profit civic organization. I have reviewed the application, including the proposed date, time and place of the proposed activity. I have considered the nature of this activity on traffic control measures and parking.

I am approving the traffic control and parking arrangements of this event. Yes x No

This 8th day of March, 2023.

Signature: David Robinson
Public Works Director of Lumpkin County

If you have any questions please contact the County Clerk at 706-864-3742



Lumpkin County Non-profit Organization Special Event Permit Application

AFFIDAVIT VERIFYING STATUS FOR COUNTY PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a Lumpkin County, Georgia Business Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. §50-36-1, I am stating the following with respect to my application for a Lumpkin County Business Occupation Tax Certificate ____, Alcohol License ____, Taxi Permit ____ or other public benefit ____ (choose one) for

*Name of natural person applying on behalf of individual, business, corporation,
partnership, or other private entity*

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident, 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act, 18 years of age or older and lawfully present in the United States.*

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

Signature of Applicant:

A handwritten signature in black ink, appearing to be "D. M. ...", written over a horizontal line.

Date

28 January 2022

Printed Name:

***Alien Registration Number for non-citizens**

Subscribed and Swore Before Me on The

_____ Day of _____, 20 ____.

Notary Public

Commission Expires: _____

***Note:** O.C.G.A. §50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

If you have any questions please contact the County Clerk at 706-864-3742

Internal Revenue Service
District Director

Department of the Treasury
401 W. Peachtree Street
Post Office Box 1055
Room 1109, Stop 520-D
Atlanta, GA 30370

Date: SEP 14 1995

Dahlonega Lumpkin County Chamber
of Commerce
101 S Park Street
Dahlonega, GA 30533-2082

Person to Contact:
Cynthia Smith
Contact Number:
(04) 331-4936
Refer Reply to:
EO:TPA:7404
EIN: 58-0701974

FFN: 580090772

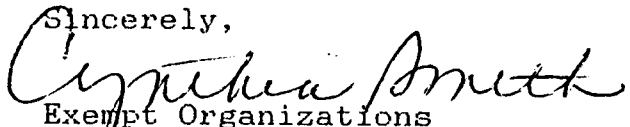
Dear Taxpayer:

We have received your inquiry requesting confirmation of your exemption form Federal income tax.

You were recognized as an organization exempt from Federal income tax under section 501(c)(6) of the Internal Revenue Code by our letter of July, 1988.

The tax exempt status recognized by our letter referred to above is currently in effect and will remain in effect until terminated, modified or revoked by the Internal Revenue Service. Any changes in your character, purposes or method of operation must be reported to us so we can consider the effect of the change on your exempt status. You must also report any change in your name or address.

Thank you for your cooperation.

Sincerely,

Exempt Organizations
Coordinator

The Dahlonega Lumpkin County Chamber of Commerce will host the three events listed below at R-Ranch in 2023.

5/11/2023	LLC Graduation Dinner
8/31/2023	LLC - Welcome Dinner
11/2/2023	Annual Dinner

These are annual events organized and staffed by the Dahlonega-Lumpkin Chamber of Commerce to welcome the LLC Class, honor the completion of the LLC class and to celebrate the success of the organization and recognize members, volunteers, and Board Members for their contributions.

There will be 100-150 guests.

Chamber Staff present: Robb Nichols and Amy Lasseter.

We will utilize the services of a catering company and a credentialed bartenders. Guests will be able to purchase drink tickets from Chamber staff/volunteers for \$5-\$10 and redeem them to the bartender for a glass of wine or beer. Staff and volunteers will verify age of the drink ticket purchaser.

No minors should be present.

Contact for this event is Robb Nichols at robb@DLCchamber.org or 706-867-3766



Lumpkin County, Georgia

County Clerk

Date:	March 21, 2023
Agenda Item:	Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Graduation Dinner (<i>County Clerk Melissa Witcher</i>)
Item Description:	Special Event Permit allowing the Chamber of Commerce to hold their annual graduation dinner on May 11, 2023.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing Dahlonega-Lumpkin County Chamber and Visitors Bureau to hold a Leadership Lumpkin County Graduation Dinner event with beer/wine. LLC Graduation Dinner will be held May 11 on the property located at 65 R Ranch Road, Dahlonega, GA 30533.
Potential Courses Of Action:	A. Approve the special event license B. Deny the special event license
Budget Impact:	
Staff Recommendation:	Approve the special event permit.



Lumpkin County Non-profit Organization Special Event Permit Application

Please complete the attached application and return to:
Lumpkin County Board of Commissioners
Attn: County Clerk 99 Courthouse Hill, Suite H Dahlonega, Georgia 30533

APPLICATION

Payment in the amount of **\$50.00 per event** for qualified **non-profit organizations** must be included with the application and be payable to: Lumpkin County Board of Commissioners. Remember to sign and date, attach proper payments, and any required documentation. Incomplete applications, applications submitted without proper payment or required documentation will be returned.

For further information, consult the Alcoholic Beverage Ordinance found on the Lumpkin County website.

If you have not done so, contact the Georgia Department of Revenue (404)-417-4477 or 1-800-602-8477 concerning the state special events permit. You can obtain information via their website: <https://etax.dor.ga.gov>.

A nonprofit special event permit may be granted to the same applicant a maximum of 12 days per year.

You **must** attach the following:

- ☐ **Completed Application Form** (*all* pages) and fee of **\$50.00 per event** for qualified non-profit organizations made payable to: "Lumpkin County Board of Commissioners"
- ☐ **Property Owner Approval** – notarized letter stating permission to hold event.
- ☐ **Sheriff's Office Approval** – of crowd & traffic control, parking, and security measures.
- ☐ **County Public Works Department Approval** – of premises, traffic control measures, and parking.
- ☐ **Certificate of Insurance** - which shall indemnify and hold the county harmless from claims, demand or cause of action which may arise from activities associated with the special event. No event may be held until ten business days after the policy has been recorded with the county.
- ☐ **Written Statement** - that any employee or volunteer working on the special event in any position of dispensing, selling, serving, taking orders or mixing alcoholic beverage shall be knowledgeable about laws concerning alcoholic beverages.
- ☐ **Written Plan** – if applicable, for adequate water, food and sanitary facilities, and a fallback plan should the crowd be larger than expected.
- ☐ **Documentation** – If event is for **non-profit organizations**, documentation must be shown that the special event is associated with and will benefit charitable and/or civic organizations, or provide a copy of tax exempt status (501C3 letter from IRS).

If you have any questions please contact the County Clerk at 706-864-3742



Lumpkin County Non-profit Organization Special Event Permit Application

Incomplete applications, applications submitted without proper payment or required documentation will be returned.

Print all except signature.

Name of non-profit organization

Address of non-profit organization

Tax I.d. Number _____

Type of Alcoholic Beverages to be sold at event ____Beer/Wine ____Distilled Spirits ____Both

Location of the Event

Desired Date of the Event

Desired Time of the Event

*Name of the Property Owner where Event to be Held

*(Notarized letter from property owner stating permission to hold event must also be attached to application.)

Name of Individual Applying on Behalf of Non-Profit Organization

Don

Signature of Individual Applying on Behalf of Non-Profit Organization

Residence: _____
street (911 address) city county state zip

Phone number: _____ email address: _____

If you have any questions please contact the County Clerk at 706-864-3742



Lumpkin County Non-profit Organization Special Event Permit Application

Lumpkin County Sheriff's Review

Application for Special Event Permit for Sale or Dispensing of Alcoholic Beverages

Applicant's Name: Robb Nichols

Non-Profit Organization's Name: Dahlonega-Lumpkin County Chamber of Commerce

I, _____, Sheriff of Lumpkin County, have been given a copy of the county special event alcoholic beverage permit application filed by the above-named applicant applying on behalf of the named non-profit civic organization. I have reviewed the application, including the proposed date, time and place of the proposed activity. I have considered the nature of law enforcement services that this activity will require, and have provided the County with an estimate of the cost of such services if the same are estimated to be in excess of usual and normal costs.

I am approving the traffic control and parking arrangements of this event. Yes _____ No _____

I am approving crowd control and security measures at this event. Yes _____ No _____

This _____ day of _____, 20 _____.

Signature: _____
Sheriff of Lumpkin County

The Sheriff or his designee may immediately revoke any permit for a special event if it is determined continued alcohol sales may endanger the health, welfare or safety of the public.

If you have any questions please contact the County Clerk at 706-864-3742



Lumpkin County Non-profit Organization Special Event Permit Application

Lumpkin County Public Works Director's Review

Application for Special Event Permit for Sale or Dispensing of Alcoholic Beverages
by a Non-Profit Organization

Applicant's Name: Robb Nichols

Non-Profit Organization's Name: Dahlonge-Lumpkin County Chamber of Commerce

I, David Robinson, Public Works Director of Lumpkin County, have been given a copy of the county special event permit application filed by the above-named applicant applying on behalf of the named non-profit civic organization. I have reviewed the application, including the proposed date, time and place of the proposed activity. I have considered the nature of this activity on traffic control measures and parking.

I am approving the traffic control and parking arrangements of this event. Yes x No

This 8th day of March, 2023.

Signature: David Robinson
Public Works Director of Lumpkin County

If you have any questions please contact the County Clerk at 706-864-3742



Lumpkin County Non-profit Organization Special Event Permit Application

AFFIDAVIT VERIFYING STATUS FOR COUNTY PUBLIC BENEFIT

By executing this affidavit under oath, as an applicant for a Lumpkin County, Georgia Business Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. §50-36-1, I am stating the following with respect to my application for a Lumpkin County Business Occupation Tax Certificate ____, Alcohol License ____, Taxi Permit ____ or other public benefit ____ (choose one) for

*Name of natural person applying on behalf of individual, business, corporation,
partnership, or other private entity*

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident, 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act, 18 years of age or older and lawfully present in the United States.*

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

Signature of Applicant:

[Handwritten Signature]

Date

28 January 2022

Printed Name:

***Alien Registration Number for non-citizens**

Subscribed and Swore Before Me on The

_____ Day of _____, 20 ____.

Notary Public

Commission Expires: _____

***Note:** O.C.G.A. §50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

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District Director

Department of the Treasury
401 W. Peachtree Street
Post Office Box 1055
Room 1109, Stop 520-D
Atlanta, GA 30370

Date: SEP 14 1995

Dahlonega Lumpkin County Chamber
of Commerce
101 S Park Street
Dahlonega, GA 30533-2082

Person to Contact:
Cynthia Smith
Contact Number:
(04) 331-4936
Refer Reply to:
EO:TPA:7404
EIN: 58-0701974

FFN: 580090772

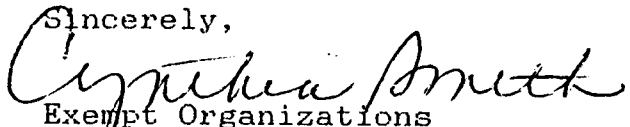
Dear Taxpayer:

We have received your inquiry requesting confirmation of your exemption from Federal income tax.

You were recognized as an organization exempt from Federal income tax under section 501(c)(6) of the Internal Revenue Code by our letter of July, 1988.

The tax exempt status recognized by our letter referred to above is currently in effect and will remain in effect until terminated, modified or revoked by the Internal Revenue Service. Any changes in your character, purposes or method of operation must be reported to us so we can consider the effect of the change on your exempt status. You must also report any change in your name or address.

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Sincerely,

Exempt Organizations
Coordinator

The Dahlonega Lumpkin County Chamber of Commerce will host the three events listed below at R-Ranch in 2023.

5/11/2023 LLC Graduation Dinner
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These are annual events organized and staffed by the Dahlonega-Lumpkin Chamber of Commerce to welcome the LLC Class, honor the completion of the LLC class and to celebrate the success of the organization and recognize members, volunteers, and Board Members for their contributions.

There will be 100-150 guests.

Chamber Staff present: Robb Nichols and Amy Lasseter.

We will utilize the services of a catering company and a credentialled bartenders. Guests will be able to purchase drink tickets from Chamber staff/volunteers for \$5-\$10 and redeem them to the bartender for a glass of wine or beer. Staff and volunteers will verify age of the drink ticket purchaser.

No minors should be present.

Contact for this event is Robb Nichols at robb@DLCchamber.org or 706-867-3766



Lumpkin County, Georgia

County Clerk

Date:	March 21, 2023
Agenda Item:	Special Event Permit Request – Dahlonega-Lumpkin County Chamber of Commerce Annual Meeting & Dinner (<i>County Clerk Melissa Witcher</i>)
Item Description:	Special Event Permit allowing the Chamber of Commerce to hold their annual meeting and dinner on November 2, 2023.
Facts & Historical Information:	This is an alcoholic beverage special event permit allowing Dahlonega-Lumpkin County Chamber and Visitors Bureau to hold a Leadership Lumpkin County Annual Dinner event with beer/wine. LLC Annual Dinner will be held November 2 on the property located at 65 R Ranch Road, Dahlonega, GA 30533.
Potential Courses Of Action:	A. Approve the special event license B. Deny the special event license
Budget Impact:	
Staff Recommendation:	Approve the special event permit.



Lumpkin County Non-profit Organization Special Event Permit Application

Please complete the attached application and return to:
Lumpkin County Board of Commissioners
Attn: County Clerk 99 Courthouse Hill, Suite H Dahlonega, Georgia 30533

APPLICATION

Payment in the amount of **\$50.00 per event** for qualified **non-profit organizations** must be included with the application and be payable to: Lumpkin County Board of Commissioners. Remember to sign and date, attach proper payments, and any required documentation. Incomplete applications, applications submitted without proper payment or required documentation will be returned.

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You **must** attach the following:

- ☐ **Completed Application Form** (*all* pages) and fee of **\$50.00 per event** for qualified non-profit organizations made payable to: "Lumpkin County Board of Commissioners"
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- ☐ **Written Statement** - that any employee or volunteer working on the special event in any position of dispensing, selling, serving, taking orders or mixing alcoholic beverage shall be knowledgeable about laws concerning alcoholic beverages.
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- ☐ **Documentation** – If event is for **non-profit organizations**, documentation must be shown that the special event is associated with and will benefit charitable and/or civic organizations, or provide a copy of tax exempt status (501C3 letter from IRS).

If you have any questions please contact the County Clerk at 706-864-3742



Lumpkin County Non-profit Organization Special Event Permit Application

Incomplete applications, applications submitted without proper payment or required documentation will be returned.

Print all except signature.

Name of non-profit organization

Address of non-profit organization

Tax I.d. Number _____

Type of Alcoholic Beverages to be sold at event ____Beer/Wine ____Distilled Spirits ____Both

Location of the Event

Desired Date of the Event

Desired Time of the Event

*Name of the Property Owner where Event to be Held

*(Notarized letter from property owner stating permission to hold event must also be attached to application.)

Name of Individual Applying on Behalf of Non-Profit Organization

Don

Signature of Individual Applying on Behalf of Non-Profit Organization

Residence: _____
street (911 address) city county state zip

Phone number: _____ email address: _____

If you have any questions please contact the County Clerk at 706-864-3742



Lumpkin County Non-profit Organization Special Event Permit Application

Lumpkin County Sheriff's Review

Application for Special Event Permit for Sale or Dispensing of Alcoholic Beverages

Applicant's Name: Robb Nichols

Non-Profit Organization's Name: Dahlonega-Lumpkin County Chamber of Commerce

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I am approving the traffic control and parking arrangements of this event. Yes _____ No _____

I am approving crowd control and security measures at this event. Yes _____ No _____

This _____ day of _____, 20 _____.

Signature: _____
Sheriff of Lumpkin County

The Sheriff or his designee may immediately revoke any permit for a special event if it is determined continued alcohol sales may endanger the health, welfare or safety of the public.

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Lumpkin County Non-profit Organization Special Event Permit Application

Lumpkin County Public Works Director's Review

Application for Special Event Permit for Sale or Dispensing of Alcoholic Beverages
by a Non-Profit Organization

Applicant's Name: Robb Nichols

Non-Profit Organization's Name: Dahlonge-Lumpkin County Chamber of Commerce

I, David Robinson, Public Works Director of Lumpkin County, have been given a copy of the county special event permit application filed by the above-named applicant applying on behalf of the named non-profit civic organization. I have reviewed the application, including the proposed date, time and place of the proposed activity. I have considered the nature of this activity on traffic control measures and parking.

I am approving the traffic control and parking arrangements of this event. Yes x No

This 8th day of March, 2023.

Signature: David Robinson
Public Works Director of Lumpkin County

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Lumpkin County Non-profit Organization Special Event Permit Application

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Date: SEP 14 1995

Dahlonega Lumpkin County Chamber
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Person to Contact:
Cynthia Smith
Contact Number:
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Refer Reply to:
EO:TPA:7404
EIN: 58-0701974

FFN: 580090772

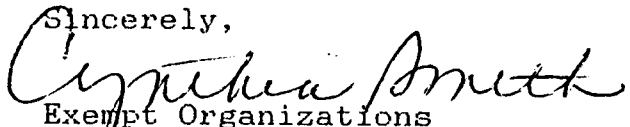
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Coordinator

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Chamber Staff present: Robb Nichols and Amy Lasseter.

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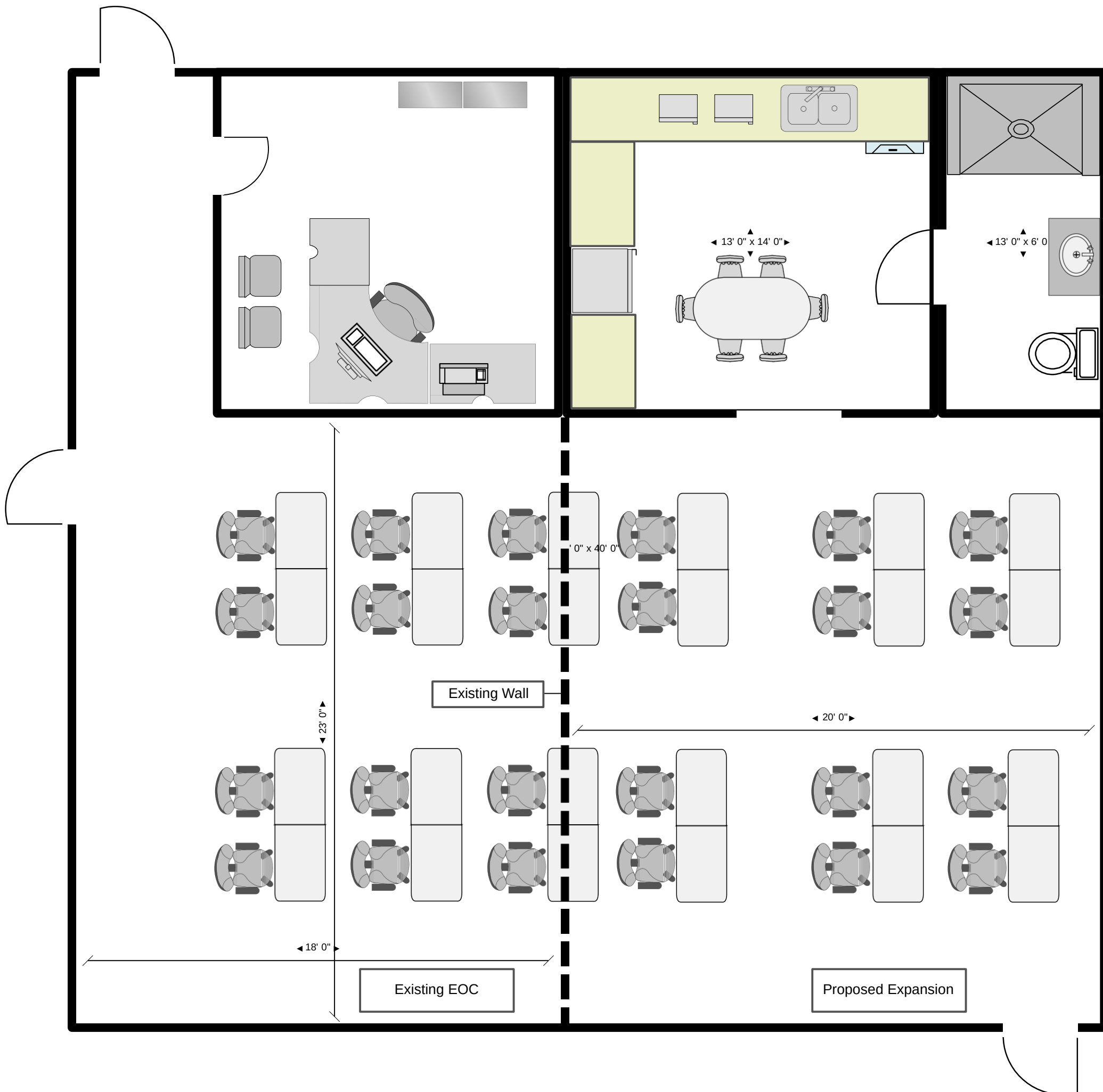
Contact for this event is Robb Nichols at robb@DLCchamber.org or 706-867-3766



Lumpkin County, Georgia

Special Projects

Date:	March 21, 2023
Agenda Item:	Approval of Expansion to the EOC (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Approval to move forward with the proposed EOC expansion.
Facts & Historical Information:	On January 17, 2023 the Board of Commissioners approved the 2023 SPLOST work plan for the 2014 SPLOST Program. The approval included a \$40,000.00 expansion to the EOC. Currently the EOC does not have sleeping quarters, an available shower or enough room in the operations area to place all assets during a full emergency. The proposed change would add approximately 700 square feet to the EOC. The expansion would include adding an additional bathroom with shower, an eating/serving area, and additional space to the existing main EOC operations room. Currently the EOC does have an eating/serving area off of the conference area. This area would be moved to the expansion and the current eating/serving area would become the sleeping quarters. The expansion will improve operations as it will allow for better coordination and ability for staff to execute a response. A plan of the expansion is attached for your review.
Potential Courses Of Action:	A. Approve staff to move forward with the expansion and proposed building modifications. B. Do not approve for staff to move forward with the expansion and proposed building modifications. C. Approve for staff to move forward, but with different modifications to the building.
Budget Impact:	Funds would come from the 2014 SPLOST Program
Staff Recommendation:	A. Approve for staff to move forward with the EOC expansion and the proposed building modifications.

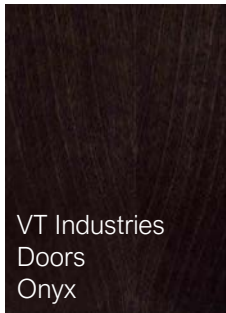




Lumpkin County, Georgia

Special Projects

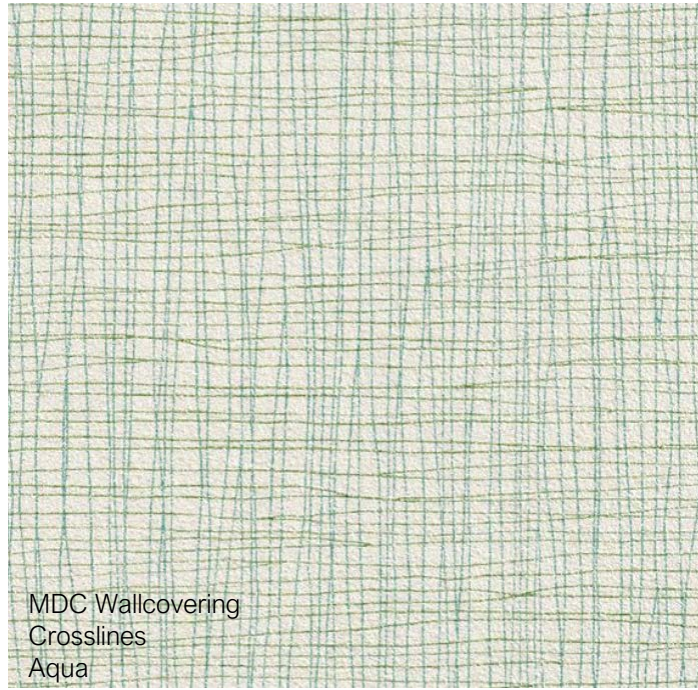
Date:	March 21, 2023
Agenda Item:	Approval of Interior Design Option for the New Recreation Center (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Approval of interior design option for the new recreation center.
Facts & Historical Information:	On March 2, 2023 the Building Committee meet to discuss possible interior design options for the new recreation center. The Building Committee was presented with 2 options which included flooring, wall color, wall accent, tile, door stain, solid surfaces, and base. The Building Committee reviewed the options and is recommending the attached option to the Board of Commissioners.
Potential Courses Of Action:	A. Approve the Building Committee's recommendation of interior design of the new Recreation Center. B. Choose another option for interior design of the new Recreation Center. C. Direct staff to obtain new options for interior design of the new Recreation Center.
Budget Impact:	There is no impact to the budget.
Staff Recommendation:	A. Approve the Building Committee's recommendation for Interior Design for the new Recreation Center.



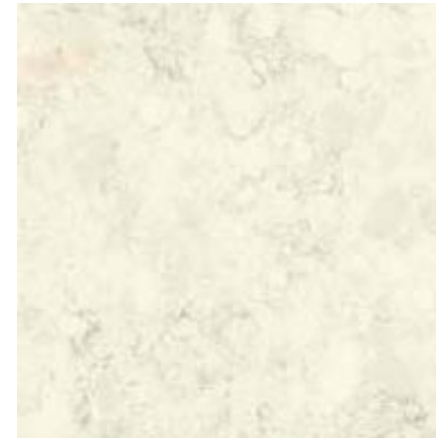
VT Industries
Doors
Onyx



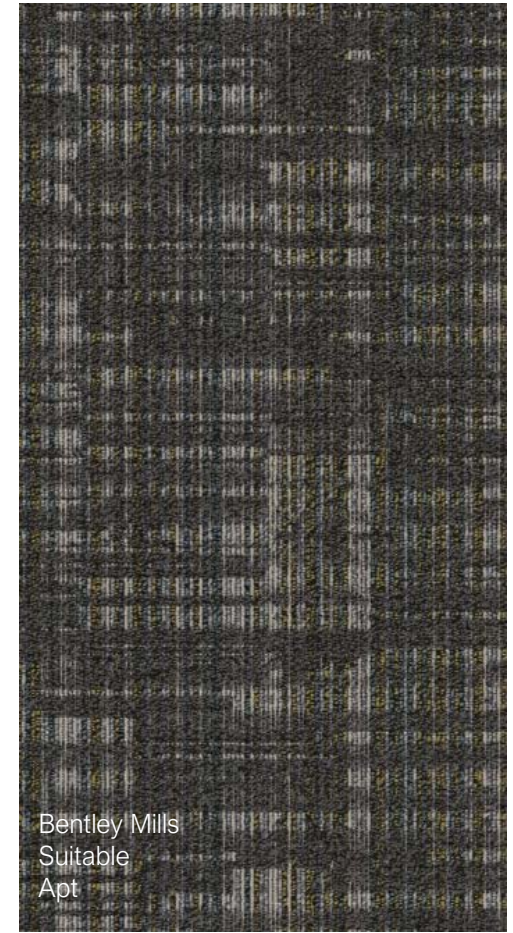
Trinity Cascade
Silver



MDC Wallcovering
Crosslines
Aqua



Wilsonart Plam
Daintree



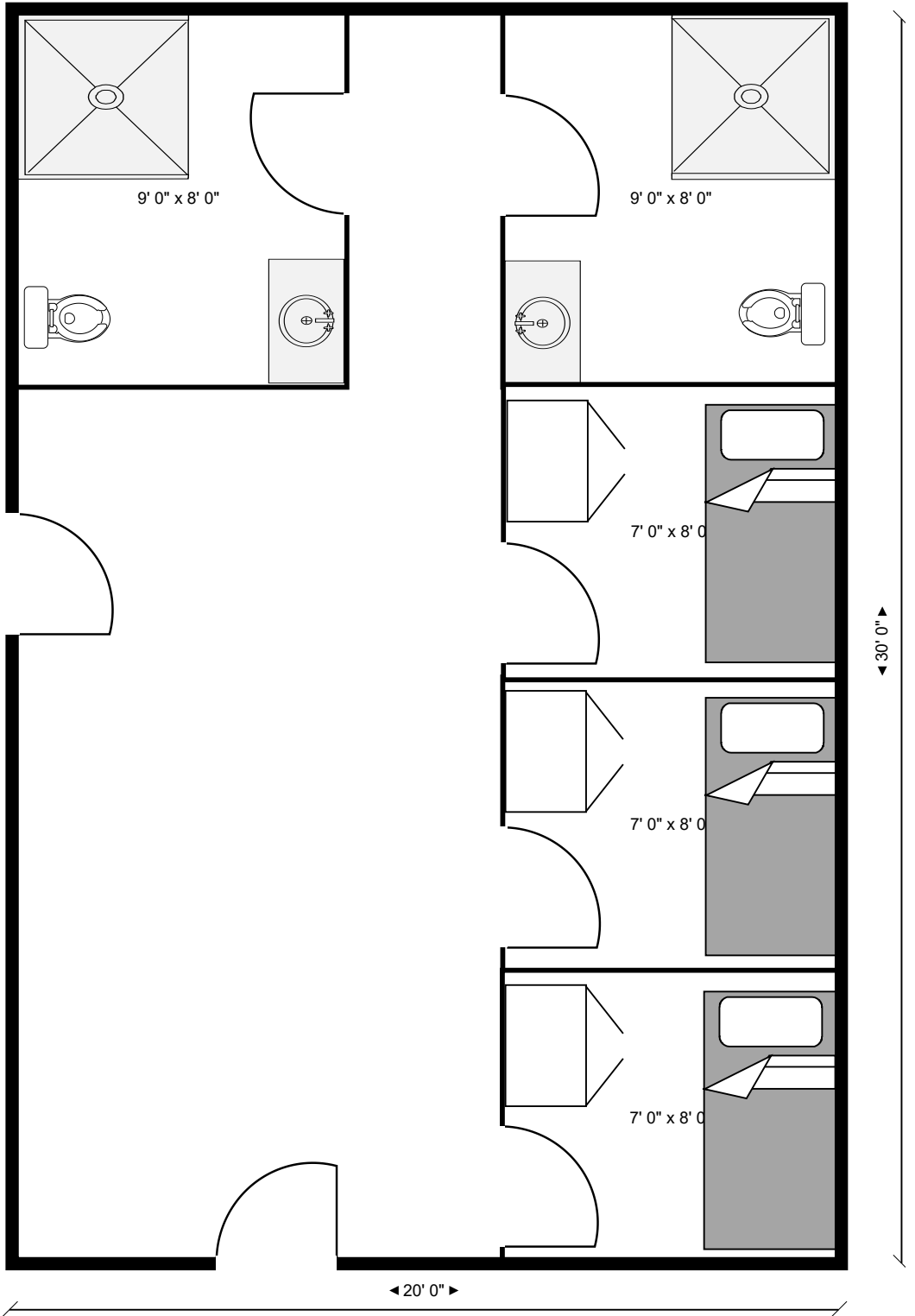
Bentley Mills
Suitable
Apt



Lumpkin County, Georgia

Special Projects

Date:	March 21, 2023
Agenda Item:	Approval of Fire Station #2 Modifications (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Approval to modify the existing layout of Station 2 and add an additional room for sleeping quarters.
Facts & Historical Information:	On January 17, 2023 the Board of Commissioners approved the 2023 SPLOST work plan for the 2014 SPLOST program that included \$125,000.00 for improvements to Fire Station 2. Fire Station 2 currently lacks the room for sleeping quarters. Station 2 also has a septic system that requires additional fill line and prevents emergency personnel from showering at the station. The proposed plan is to correct the septic system and modify the building to accommodate the needs of the personnel. This will allow the station to be manned full time. The building modifications include removing the two existing bathrooms and increasing the size of the day room. An exterior door will be added on the back wall and an additional 20 x 30 room will be added to the back of the current structure. The new addition will include 2 bathrooms with showers and 3 sleeping areas.
Potential Courses Of Action:	A. Approve staff to move forward with the proposed modifications to Station 2. B. Do not approve staff to move forward with the proposed modifications to Station 2. C. Approve staff to move forward, but with different modifications to Station 2.
Budget Impact:	Funds for the modifications will come from the 2014 SPLOST Program.
Staff Recommendation:	A. Approve staff to move forward with the proposed modifications to Station 2.





Lumpkin County, Georgia

County Manager

Date:	March 21, 2023
Agenda Item:	Director of Community and Economic Development (<i>County Manager Alan Ours</i>)
Item Description:	Approval to create the position of Community and Economic Development Executive Director
Facts & Historical Information:	Currently one of the County Departments is Planning, which oversees permitting, building inspection, administration and enforcement of the County land use regulations and the oversight of new development. In addition, the County contracts with the Development Authority for the recruitment of new business and the support of existing business. County Planning and the Development Authority work together to support new development in Lumpkin County. With the upcoming retirement of the Planning Director and the recent vacancy in the division director that oversaw County Planning an opportunity has presented itself to combine the Director of the Development Authority and the Planning Director position into one. The creation of the position of Community and Economic Development Executive Director will serve the development community and the planning community more comprehensively. The creation of the position will provide better communication and coordination of development projects and will enhance efficiency. In addition, both organizations will be able to reduce their annual operating budget by the new position. Upon approval of the Board of Commissioners the current Director of the Development Authority will move into the new Position effective April 1, 2023.
Potential Courses Of Action:	A. Approve the creation of the position of Community and Economic Development Executive Director with a grade of 120 effective April 1, 2023 B. Keep the departments separate C. Take no action
Budget Impact:	The cost of the new position will be shared equally between the Development Authority and Lumpkin County. Thus, savings will be realized for both the Development Authority and Lumpkin County in salary, benefits and dues and training.
Staff Recommendation:	