



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, Georgia

Human Resources

Date:	February 21, 2023
Agenda Item:	Recognition of 2022 Employees of the Year
Item Description:	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 Cezzar Ramos as the 2022 Sheriff's Department Employee of the Year.
Facts & Historical Information:	
Potential Courses Of Action:	
Budget Impact:	
Staff Recommendation:	



Proclamation of Appreciation

National Future Business Leaders of America – Phi Beta Lambda Week

WHEREAS, Future Business Leaders of America – Phi Beta Lambda (FBLA - PBL) is a non-profit educational organization whose first chapter was established in Johnson City, Tennessee in 1942; and

WHEREAS, this organization has grown to encompass over 250,000 members nationwide in middle schools, high schools, universities, career and technical schools, and business communities; and

WHEREAS, FBLA – PBL is a student business organization dedicated to bringing business and education together in a positive working relationship through innovative leadership and career development programs; and

WHEREAS, members perform community service activities and strive to build a student's understanding of the realities of the modern business world; and

WHEREAS, Future Business Leaders of America teaches high school students basic business and leadership principles, and Phi Beta Lambda helps university and technical school students make the transition from school to work,

NOW THEREFORE, BE IT RESOLVED that the Lumpkin County Board of Commissioners hereby proclaim the week of February 5 - 11 as *National Future Business Leaders of America – Phi Beta Lambda Week*.

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

Lumpkin County, Georgia

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher, County Clerk



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

January 3, 2023
4:00 PM

- **CALL TO ORDER**
- **PROCLAMATIONS**
 1. UNG's Sesquicentennial Celebration Proclamation - *Ratify*
- **MINUTES**
 2. Board of Commissioners - Work Session - December 6, 2022 4:00 p.m.
 3. Board of Commissioners - Special Called Meeting - December 15, 2022 9:00 a.m.
 4. Board of Commissioners - Public Hearing - December 20, 2022 5:00 p.m.
 5. Board of Commissioners - Public Hearing - December 20, 2022 5:15 p.m.
 6. Board of Commissioners - Work Session II - December 20, 2022 5:30 p.m.
 7. Board of Commissioners - Regular Meeting - December 20, 2022 6:00 p.m.
- **RESOLUTIONS**
 8. Resolution to Approve the Development Authority of Lumpkin County Chairperson to Serve on the Lumpkin County Water & Sewerage Authority. **Henry Davis**
 9. Appoint Member to the Lumpkin County Library Board of Trustees - Barbara Poole to Seat 1, of an unexpired term ending 06/30/2026.
 10. Update the Lumpkin County Fee Schedule (*Finance Director Abby Branan*)
 11. Appoint/Reappoint Members to Lumpkin County Public Building Authority - -- to Seat 2, with a term expiring 02/21/2025, -- to Seat 4, of an unexpired term ending 02/21/2024, and Jim Curtis to Seat 5, with a term expiring 02/21/2026
- **CONTRACTS/AGREEMENTS**
 12. Mauldin & Jenkins - 2022 Audit Engagement Letter (*Finance Director Abby Branan*)
 13. Peachtree Recovery Services, Inc. - Insurance on Damaged Fixed County Property (*Finance Director Abby Branan*)
 14. Professional Probation Services, Inc. – Misdemeanor Probation Services – Superior Court
 15. Ambulance Billing Services - Professional Practice Support, Inc. (PPS) (*Finance Director Abby Branan*)
 16. Duplicating Products Copier Upgrade Contract (*Finance Director Abby Branan*)
 17. Commercial & Industrial Property Revaluation (*Finance Director Abby Branan*)
- **OTHER ITEMS**
 18. Election of Vice Chairman

19. Request to Create Aquatics/Multipurpose Center Manager Position (*Community & Employee Services Director Alicia Davis*)
20. 2019 TSPLOST 2023 Work Plan (*Finance Director Abby Branan*)
21. 2020 SPLOST 2023 Work Plan (*Finance Director Abby Branan*)

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

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



January 3, 2023
4:00 PM

CALL TO ORDER

Vice Chairman Rhett Stringer called the meeting to order at 4:00 pm.
Present were Commissioners Rhett Stringer, Jeff Moran, Bobby Mayfield, and Tucker Greene.
Chairman Chris Dockery was absent from the meeting.

PROCLAMATIONS

1. UNG's Sesquicentennial Celebration Proclamation - Ratify

MINUTES

2. Board of Commissioners - Work Session - December 6, 2022 4:00 p.m.
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6. Board of Commissioners - Work Session II - December 20, 2022 5:30 p.m.
7. Board of Commissioners - Regular Meeting - December 20, 2022 6:00 p.m.

RESOLUTIONS

8. Resolution to Approve the Development Authority of Lumpkin County Chairperson to Serve on the Lumpkin County Water & Sewerage Authority. **Henry Davis**
Henry Davis, the Chairperson of the Development Authority of Lumpkin County, will serve on the Lumpkin County Water & Sewerage Authority. So long as he remains the Chairperson of the Development Authority or until his term on the Development Authority is complete, whichever occurs first.
9. Appoint Member to the Lumpkin County Library Board of Trustees - Barbara Poole to Seat 1, of an unexpired term ending 06/30/2026.
10. Update the Lumpkin County Fee Schedule (Finance Director Abby Branan)
Consideration of updating the Lumpkin County Fee Schedule
Finance Director Abby Branan explained this is just a small correction for the ambulance fees.
11. Appoint/Reappoint Members to Lumpkin County Public Building Authority - -- to Seat 2, with a term expiring 02/21/2025, -- to Seat 4, of an unexpired term ending 02/21/2024, and Jim Curtis to Seat 5, with a term expiring 02/21/2026

CONTRACTS/AGREEMENTS

12. Mauldin & Jenkins - 2022 Audit Engagement Letter (Finance Director Abby Branan)
2022 Audit engagement letter that identifies the applicable financial reporting framework,

single audit standards, and the expected form and content of auditor's report.

13. Peachtree Recovery Services, Inc. - Insurance on Damaged Fixed County Property (Finance Director Abby Branan)

Consideration of a Contract for insurance subrogation and recovery for traffic accidents that damage fixed county property.

14. Professional Probation Services, Inc. – Misdemeanor Probation Services – Superior Court

This is a renewal of the contract with PPS for the misdemeanor probation service with the Supreme Court. The Judicial Assistant confirmed they would like to continue service with PPS. Judge Parks signed the contract on December 16, 2022.

15. Ambulance Billing Services - Professional Practice Support, Inc. (PPS) (Finance Director Abby Branan)

Consideration of the contract renewal for ambulance billing

16. Duplicating Products Copier Upgrade Contract (Finance Director Abby Branan)

Consideration of a Contract for upgrading copiers for Sheriff Jail Booking, Clerk of Courts Deed Room, Public Works, Probate Court (2), and Animal Control.

Ms. Branan said there is a schedule included in the agenda packet. The County actually has several contracts for copiers/printers, but they are unable to consolidate the contracts at this time.

17. Commercial & Industrial Property Revaluation (Finance Director Abby Branan)

Consideration of a contract with McCormick Solutions, A division of LMC, Inc. to provide commercial and industrial (C&I) property revaluation services

OTHER ITEMS

18. Election of Vice Chairman

This is to elect a Vice Chairman to serve in the absence of the Chairman.

19. Request to Create Aquatics/Multipurpose Center Manager Position (Community & Employee Services Director Alicia Davis)

This is a request to create a position for the new aquatics/multipurpose center.

Commissioner Mayfield asked which budget year this is coming from, and Mr. Ours, the County Manager, replied it is the budget year that just started.

20. 2019 TSPLOST 2023 Work Plan (Finance Director Abby Branan)

Request to approve work plan on the 2019 TSPLOST

21. 2020 SPLOST 2023 Work Plan (Finance Director Abby Branan)

Request to approve work plan on 2020 SPLOST

COUNTY MANAGER

Mr. Ours said Carroll Daniel Construction is expected to mobilize this month for work on the new recreation/multipurpose center.

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

ADJOURNMENT

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



LUMPKIN COUNTY
Board of Commissioners
BOC Retreat Agenda
Union County Community Center

January 11, 2023
9:00 AM

- **Welcome and Opening Comments** (*Walt McBride*)
- **9:00 AM - 9:30 AM**
 1. Overview of Union County Transfer Station & Recycling Program (*Larry Garrett*)
- **9:30 AM - 10:30 AM**
 2. Visit Union County Transfer Station & Recycling Center
- **10:30 AM - 10:45 AM - Morning Break**
- **10:45 AM - 11:30 AM**
 3. Review Timeline for Developing Transfer Station & Recycling Center (*Alan Ours, Abby Branan*)
- **11:30 AM - 12:00 PM**
 4. Recycling Committee (*Alan Ours*)
- **12:00 PM - 12:30 PM - Lunch**
- **12:30 PM - 1:30 PM**
 5. Financial Update (*Abby Branan*)
 - a) 2020 SPLOST Work Plan FY23
 - b) 2019 TSPLOST Work Plan FY23
 - c) Capital Needs
- **1:30 PM - 1:45 PM**
 6. Broadcast BOC Meetings (*Melissa Witcher*)
- **1:45 PM - 2:00 PM - Afternoon Break**
- **2:00 PM - 3:00 PM**
 7. Water & Sewer Authority Update (*Sean Phipps*)
- **3:00 PM - 4:00 PM**
 8. Economic Development Outlook (*Rebecca Mincey*)
- **4:00 PM - 4:30 PM**
 9. Review 2022 Goals (*Alan Ours*)



LUMPKIN COUNTY
Board of Commissioners
BOC Retreat Notes
Union County Community Center

January 11, 2023
9:00 AM

Lumpkin County Retreat Notes

The Lumpkin County Board of Commissioners met for their annual retreat January 11, 2023, at the Union County Community Center in Blairsville, Georgia. In addition to the Board of Commissioners, key county staff were in attendance. The retreat was facilitated by Walt McBride from the University of Georgia Carl Vinson Institute of Government.

The meeting began with a presentation by Pam Hawkins and Larry Garrett on the Union County recycling program. Following the presentation those in attendance toured the transfer station and main recycling center to see Union County's recycling program in person. Upon returning to the Community Center, Alan Ours led a discussion on a proposed timeline for opening a similar recycling center in Lumpkin County, including creating a Lumpkin County Recycling and Litter Committee.

Abby Branan provided a financial update including SPLOST, TSPLOST, and capital needs. Highlights of her presentation on the 2022 and 2023 budgets were:

- 2022 General Fund revenues and expenditures are expected to exceed the budget
- As of 01/05/23, 2022 revenues exceed the budget by approximately \$500,000
- As of 01/05/23, 2022 expenditures exceed the budget by approximately \$600,000
- These 2022 figures will change and ultimately affect the final 2022 fund balance. \$26,477,334
- 2023 Budget uses \$1,140,998 of fund balance
 - \$180,000 – Reservoir Bridge
 - \$5,000 – E911 Funds
 - \$735,998 – Balance Budget
 - \$220,000 – Self-insurance Funding
- Expending \$1,140,998 of Fund Balance in 2023 will result in Fund Balance being 23.8% of the 2023 General Fund budget

Following the discussion of the financial update, Melissa Witcher shared information regarding broadcasting Commission meetings. After a short break, Sean Phipps updated the Board of Commissioners on the state of the Lumpkin County Water and Sewerage Authority. Rebecca Mincey then updated the Board on the economic development outlook. Finally, Alan Ours reviewed the 2022 goals and gave a report on their status.

Notes Submitted by Walt McBride



LUMPKIN COUNTY
Board of Commissioners
Work Session II Agenda
Commissioners Boardroom

January 17, 2023
5:30 PM

- **CALL TO ORDER**
- **PROCLAMATIONS**
 1. UNG's Sesquicentennial Celebration Proclamation - *Ratify*
- **CONSIDERATION OF MINUTES**
 2. Board of Commissioners - Work Session - December 6, 2022 4:00 p.m.
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- **RESOLUTIONS**
 8. 2023-01 Update the Lumpkin County Fee Schedule (*Finance Director Abby Branan*)
 9. 2023-02 Appoint Member to the Lumpkin County Library Board of Trustees - Barbara Poole to Seat 1, of an unexpired term ending 06/30/2026.
 10. 2023-03 Appoint/Reappoint Members to Lumpkin County Public Building Authority - *Leland Cox to Seat 2, with a term expiring 02/21/2025, Greg Trammell to Seat 4, of an unexpired term ending 02/21/2024, and Jim Curtis to Seat 5, with a term expiring 02/21/2026*
- **CONTRACTS/AGREEMENTS**
 11. 2023-001 Mauldin & Jenkins - 2022 Audit Engagement Letter (*Finance Director Abby Branan*)
 12. 2023-002 Peachtree Recovery Services, Inc. - Insurance on Damaged Fixed County Property (*Finance Director Abby Branan*)
 13. 2023-003 Professional Probation Services, Inc. – Misdemeanor Probation Services – Superior Court
 14. 2023-004 Ambulance Billing Services - Professional Practice Support, Inc. (PPS) (*Finance Director Abby Branan*)
 15. 2023-005 Duplicating Products Copier Upgrade Contract (*Finance Director Abby Branan*)
 16. 2023-006 Commercial & Industrial Property Revaluation (*Finance Director Abby Branan*)
- **OTHER ITEMS**
 17. Election of Vice Chairman
 18. Request to Create Aquatics/Multipurpose Center Manager Position (*Community & Employee Services Director Alicia Davis*)

19. 2019 TSPLOST 2023 Work Plan (*Finance Director Abby Branan*)
20. 2014 SPLOST 2023 Work Plan (*Finance Director Abby Branan*)
21. 2020 SPLOST 2023 Work Plan (*Finance Director Abby Branan*)
22. Color Selection on the New Recreation Center Metal Building

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

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



January 17, 2023
5:30 PM

CALL TO ORDER

Chairman Dockery called the meeting to order at 5:34 pm. Present were Chairman Chris Dockery, Commissioner Bobby Mayfield, Commissioner Rhett Stringer, and Commissioner Jeff Moran. Commissioner Tucker Greene was absent.

PROCLAMATIONS

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Consideration of updating the Lumpkin County Fee Schedule

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2022 Audit engagement letter that identifies the applicable financial reporting framework, single audit standards, and the expected form and content of auditor's report.

12. 2023-002 Peachtree Recovery Services, Inc. - Insurance on Damaged Fixed County Property (Finance Director Abby Branan)

Consideration of a Contract for insurance subrogation and recovery for traffic accidents that damage fixed county property.

13. 2023-003 Professional Probation Services, Inc. – Misdemeanor Probation Services – Superior Court

This is a renewal of the contract with PPS for the misdemeanor probation service with the Supreme

Court. The Judicial Assistant confirmed they would like to continue service with PPS. Judge Parks signed the contract on December 16, 2022.

14. 2023-004 Ambulance Billing Services - Professional Practice Support, Inc. (PPS) (Finance Director Abby Branan)

Consideration of the contract renewal for ambulance billing

15. 2023-005 Duplicating Products Copier Upgrade Contract (Finance Director Abby Branan)

Consideration of a Contract for upgrading copiers for Sheriff Jail Booking, Clerk of Courts Deed Room, Public Works, Probate Court (2), and Animal Control.

16. 2023-006 Commercial & Industrial Property Revaluation (Finance Director Abby Branan)

Consideration of a contract with McCormick Solutions, A division of LMC, Inc. to provide commercial and industrial (C&I) property revaluation services

OTHER ITEMS

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This is to elect a Vice Chairman to serve in the absence of the Chairman.

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This is a request to create a position for the new aquatics/multipurpose center.

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20. 2014 SPLOST 2023 Work Plan (Finance Director Abby Branan)

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22. Color Selection on the New Recreation Center Metal Building

Color choice for the metal building wall panels, trim, gutters and downspouts for the new Recreation Center.

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENT (Agenda Specific)

There were no public comments.

ADJOURNMENT

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



LUMPKIN COUNTY
Board of Commissioners
Regular Meeting Agenda
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22. Color Selection on the New Recreation Center Metal Building

- **COUNTY MANAGER**

- **COUNTY ATTORNEY**

- **COMMISSIONERS**

- **PUBLIC COMMENTS**

- **ADJOURNMENT**

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



January 17, 2023
6:00 PM

CALL TO ORDER

Chairman Dockery called the meeting to order at 6:03 pm. Present were Chairman Chris Dockery, Commissioner Bobby Mayfield, Commissioner Rhett Stringer, and Commissioner Jeff Moran. Commissioner Tucker Greene was absent.

INVOCATION

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

CONSIDERATION OF AGENDA

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

PUBLIC COMMENTS (Agenda Specific)

There were no comments from the public.

PROCLAMATIONS

1. UNG's Sesquicentennial Celebration Proclamation - Ratify

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

CONSIDERATION OF MINUTES

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

Motion: A motion was made by District 4 Commissioner Moran to amend his motion to approve items 2 through 6 by acclamation, and to approve item 7 with the correction to show that Commissioner Stringer recused himself from both canoe launch sublease renewal contract items. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

RESOLUTIONS

8. 2023-01 Update the Lumpkin County Fee Schedule (Finance Director Abby Branan)

Consideration of updating the Lumpkin County Fee Schedule

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

9. 2023-02 Appoint Member to the Lumpkin County Library Board of Trustees – Barbara Poole to Seat 1, of an unexpired term ending 06/30/2026.

Motion: A motion was made by Chairman Dockery to appoint Barbara Poole to Seat 1, with an unexpired term ending 6/30/2026. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

10. 2023-03 Appoint/Reappoint Members to Lumpkin County Public Building Authority - Leland Cox to Seat 2, with a term expiring 02/21/2025, Greg Trammell to Seat 4, of an unexpired term ending 02/21/2024, and Jim Curtis to Seat 5, with a term expiring 02/21/2026

Motion: A motion was made by Chairman Dockery to appoint Leland Cox to Seat 2 with a term expiring 2/21/2025. The motion was seconded by District 3 Commissioner Stringer. The motion was approved and carried.

Motion: A motion was made by Chairman Dockery to appoint Greg Trammell to Seat 4, with an unexpired term ending 2/21/2024. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

Motion: A motion was made by Chairman Dockery to appoint Jim Curtis to Seat 5 with a term expiring 2/21/2026. The motion was seconded by District 4 Commissioner Moran. The motion was approved and carried.

REPORTS

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

CONTRACTS/AGREEMENTS

11. 2023-001 Mauldin & Jenkins - 2022 Audit Engagement Letter (Finance Director Abby Branan)

2022 Audit engagement letter that identifies the applicable financial reporting framework, single audit standards, and the expected form and content of auditor's report.

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.

12. 2023-002 Peachtree Recovery Services, Inc. - Insurance on Damaged Fixed County Property (Finance Director Abby Branan)

Consideration of a Contract for insurance subrogation and recovery for traffic accidents that damage fixed county property.

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.

13. 2023-003 Professional Probation Services, Inc. – Misdemeanor Probation Services – Superior Court

This is a renewal of the contract with PPS for the misdemeanor probation service with the Supreme Court. The Judicial Assistant confirmed they would like to continue service with PPS. Judge Parks signed the contract on December 16, 2022.

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

14. 2023-004 Ambulance Billing Services - Professional Practice Support, Inc. (PPS) (Finance Director Abby Branan)

Consideration of the contract renewal for ambulance billing

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.

15. 2023-005 Duplicating Products Copier Upgrade Contract (Finance Director Abby Branan)

Consideration of a Contract for upgrading copiers for Sheriff Jail Booking, Clerk of Courts Deed Room, Public Works, Probate Court (2), and Animal Control.

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.

16. 2023-006 Commercial & Industrial Property Revaluation (Finance Director Abby Branan)

Consideration of a contract with McCormick Solutions, A division of LMC, Inc. to provide commercial and industrial (C&I) property revaluation services

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

OTHER ITEMS

17. Election of Vice Chairman

This is to elect a Vice Chairman to serve in the absence of the Chairman.

Motion: A motion was made by Chairman Dockery to appoint Commissioner Stringer as Vice Chairman. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

18. Request to Create Aquatics/Multipurpose Center Manager Position (Community & Employee Services Director Alicia Davis)

This is a request to create a position for the new aquatics/multipurpose center.

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

19. 2019 TSPLOST 2023 Work Plan (Finance Director Abby Branan)

Request to approve work plan on the 2019 TSPLOST.

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

20. 2014 SPLOST 2023 Work Plan (Finance Director Abby Branan)

This includes the approval of \$39,684.26 from the 2014 SPLOST to be expended on Water Authority projects, in addition to the projects listed on the Work Plan.

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

21. 2020 SPLOST 2023 Work Plan (Finance Director Abby Branan)

Request to approve work plan on 2020 SPLOST.

Motion: A motion was made by District 3 Commissioner Stringer to table this item until the February work session and meeting. The motion was seconded by District 2 Commissioner Mayfield. The motion was approved and carried.

22. Color Selection on the New Recreation Center Metal Building

Color choice for the metal building wall panels, trim, gutters and downspouts for the new Recreation Center.

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

COUNTY MANAGER

COUNTY ATTORNEY

COMMISSIONERS

PUBLIC COMMENTS

Rick Moreland, resident of 118 River View Trail East and President of the Copper Ridge Subdivision HOA, came to speak concerning a potential short-term vacation rental in their neighborhood. He said a holding company from Savannah recently purchased a home in their subdivision. During the process, they have been trying to hide their identity and have been unwilling to engage in contact, Mr. Moreland stated. He sent all of the HOA documents to the realtor and informed him that Copper Ridge does not permit commercial activities, and the bylaws indicate mandatory participation in the HOA. Mr. Moreland said the realtor was unwilling to provide contact information for the buyer and would not sign that he had received the letter from the HOA.

Mr. Moreland said they were finally able to identify the buyer as the company from Savannah, and they learned that they had applied for a short-term vacation rental host license. He sent the HOA documents to Commissioner Stringer, and the Planning Department said they only go by the information provided by the applicant on the short-term rental host application. Mr. Moreland said he tried to urge the Planning Department not to issue the license, but they said it was a civil matter. HOAs operate on a slim budget, he noted, and they did not have much money to pay for legal matters. Mr. Moreland said he is stunned if the Planning Department will still issue a license even if the applicant has knowingly lied.

John Stewart said he lives at 87 Dogwood Court, which is right next to the property in question at 130 Dogwood Court. He said he and his wife came to Dahlonega four years ago for retirement, and they chose Copper Ridge because it was a covenant-restricted community. Now suddenly out of nowhere, the County is considering granting a short-term rental host license to the adjacent property. These buyers, their attorney, and their real estate broker all claimed to have no knowledge even though we sent them all of the HOA documents. Mr. Stewart said these restrictions have been in place since the 80s. It seems like the licensing and permitting process in the County is backwards, and things are not enforced. Mr. Stewart said the County should hold a meeting between a buyer and the HOA representative when situations like this occur. He urged the BOC to see that this license is not granted and to have a more transparent process in the Planning Department.

Chairman Dockery commented that subdivision setbacks from covenants are recognized by the County. If we recognize part of the covenant as a county, he isn't sure why we wouldn't recognize all of it. Commissioner Moran said part of the issue may be because our ordinance regards short-term rentals as a residential use rather than commercial, as a covenant probably considers them. He said we may consider changing that? Chairman Dockery said perhaps if we recognize certain aspects of covenants, there might be an opportunity for HOAs to file those with the County. If someone submits for a short-term rental application, what is the different in looking at the covenant setbacks versus not allowing a short-term vacation rental license? He said it is a civil matter, but knowingly issuing a license for a community where the covenants prohibit that activity just does not make sense. It is something to look at as a board, he commented, but it still is essentially a civil issue.

Commissioner Moran said if he recalls correctly, the solution was to tell HOAs that they would need to explicitly ban short-term rentals in their covenants, or the County will have to change our ordinance so that short-term rentals are regarded as a commercial use instead of residential. Commissioner Mayfield said there are also different flavors of short-term rentals. It's one thing for a homeowner to rent out their home for a couple of weekends per year, but it is another matter for a company to purchase a home with the express purpose of running it as a short-term vacation rental.

Dolores Moore, 122 River Ridge East, said we are apparently stuck on the verbiage of residential versus commercial. Her understanding is that a short-term vacation rental is a revenue-generating entity. They obtain a business license and they pay taxes. This vacation rental will be a weekly turnaround.

Chairman Dockery said the BOC may want to look further into the issue since we do enforce covenant setbacks. This issue is not unique to Lumpkin County; all of Georgia has been experiencing challenges with short-term rentals. He said the same people that want to run short-term rentals are lobbying our state officials, and it is an issue that comes up during every legislative session. These lobbyists attempt to preempt local government authority on this issue and put it into the hands of the State. The association that represents Georgia's counties, ACCG, fights every year to protect home rule. Chairman Dockery said for this reason, it is a delicate issue dealing with short-term rentals. If a local government outright bans short-term rentals, then someone will go to the State lawmakers and ask them to preempt it and take over. The Chairman said we cannot promise anything, but we will take a look at the issue. He asked Mr. Moreland to give his contact information to the County Manager.

ADJOURNMENT

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

The meeting ended at 6:39 PM.

Date

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Witcher
Clerk, Lumpkin County



Lumpkin County, Georgia

Board of Commissioners

Date:

February 21, 2023

Agenda Item:

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*

Item Description:

**Facts & Historical
Information:**

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-04

**A RESOLUTION TO APPOINT MEMBERS TO THE
BOARD OF DIRECTORS OF THE
DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY**

Whereas, the Board of Commissioners of Lumpkin County desires to reappoint members to the Board of Directors of the Development Authority of Lumpkin County to serve in Seat 3 and Seat 6 whose terms will expire on March 7, 2023;

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

<u>Name</u>	<u>Seat</u>	<u>Term Expiration</u>
Donna Minnich	3	March 7, 2027
John Gaston	6	March 7, 2027

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County Recycling & Litter Committee Charge

Name: Lumpkin County Recycling & Litter Committee

Type: Ad-hoc

Authorization: Lumpkin County Board of Commissioners

Vision: Keep Lumpkin County beautiful and litter-free by promoting cost-effective recycling to reduce waste and protect our resources for future generations.

Mission Statement: The Recycling & Litter Committee will discuss, evaluate, and suggest options to provide the Lumpkin County Board of Commissioners with an affordable, efficient, sustainable solution for recycling & litter in Lumpkin County.

Membership Composition: 1 University of North Georgia representative, 1 University of North Georgia student representative, 1 Lumpkin County School System representative, Lumpkin County Sheriff, 2 County Commissioner, 1 Chamber of Commerce representative, and 2 citizens-at-large.

Frequency of Meetings: Monthly

Duties & Responsibilities:

- Elect Chair & Secretary
- Record minutes and send to County Clerk
- Research and discuss different options for a recycling program that is appropriate for a County with our population size and budget
- Consider examples from neighboring counties
- Evaluate options for efficiency and cost-effectiveness
- Identify the types of materials that will be included in the recycling program
- Suggest ideas for educating the public about appropriate recycling practices and recommend ways to prevent misuse
- Consider possibilities for community partner involvement
- Research current market conditions for recycling
- Evaluate options to pay for recycling program
- Explore grant opportunities
- Investigate ways to discourage littering and trash dumping
- Identify potential methods for litter cleanup

Staff Liaison: Ashley Peck

Reporting Timeframe:

- Report progress to County Manager every 2 months
- Submit recommendations to Board of Commissioners in 8 months

Lumpkin County Resolution No. 2023 – 06

A Resolution to Create the Lumpkin County Recycling & Litter Committee

Whereas, the Lumpkin County Board of Commissioners desires to keep Lumpkin County beautiful and litter-free by promoting cost-effective recycling to reduce waste and protect our resources for future generation;

Now therefore, it is hereby resolved that an ad hoc committee be established for the purpose of assisting the County in establishing an affordable, efficient, sustainable solution for recycling & litter in Lumpkin County; and

It is further resolved that the committee shall be known as the Lumpkin County Recycling & Litter Committee and shall be comprised of nine members as follows: Seat One - University of North Georgia representative, Seat Two - University of North Georgia student representative, Seat Three - Lumpkin County School System representative, Seat Four - Lumpkin County Sheriff, Seat Five - Lumpkin County Commissioner, Seat Six – Lumpkin County Commissioner, Seat Seven - Chamber of Commerce representative, Seat Eight – citizen at-large and Seat Nine – citizen at large; and

It is further resolved that the duties and responsibilities of the committee shall be as follows:

- Elect Chair & Secretary
- Record minutes and send to County Clerk
- Research and discuss different options for a recycling program that is appropriate for a County with our population size and budget
- Consider examples from neighboring counties
- Evaluate options for efficiency and cost-effectiveness
- Identify the types of materials that will be included in the recycling program
- Suggest ideas for educating the public about appropriate recycling practices and recommend ways to prevent misuse
- Consider possibilities for community partner involvement
- Research current market conditions for recycling
- Evaluate options to pay for recycling program
- Explore grant opportunities
- Investigate ways to discourage littering and trash dumping
- Identify potential methods for litter cleanup

It is further resolved that committee shall meet monthly and shall report its progress to the County Manager every two months.

It is further resolved that the following persons are appointed to serve thereon:

Seat One: Todd Bermann

Seat Two: Jessica Howard
Seat Three: Cas Alldred
Seat Four: Lumpkin County Sheriff
Seat Five: Commissioner Tucker Greene
Seat Six: Commissioner Bobby Mayfield
Seat Seven: Robb Nichols
Seat Eight: Rebecca Mincey
Seat Nine: Lynn Sylvester

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance

Date:	February 21, 2023
Agenda Item:	2023-07 February Surplus Property (<i>Finance Director Abby Branan</i>)
Item Description:	Consideration of list of County inventory items to be declared surplus.
Facts & Historical Information:	The item(s) on the attached sheet are no longer used or needed by County departments and need to be declared surplus to legally be removed from the County's asset listing and disposed of via sale or disposal at the Transfer Station. Historically, items have been sold via GovDeals, an online auction site. Each County Department or Constitutional Officer has the opportunity to review the items to see if their respective department/office has use of any item prior to placement on the surplus list and subsequent presentation to the Board of Commissioners.
Potential Courses Of Action:	A) Approve surplus list items for sale. Any unsold items will be disposed of in accordance with O.C.G.A. B) Keep the items in County inventory.
Budget Impact:	Selling the items on GovDeals would generate additional unbudgeted revenue for the county. The dollar amount is unknown due to GovDeals being a bid/auction site. Keeping the unused items will not generate revenue and will result in staff having to find a location to store the items.
Staff Recommendation:	The recommendation of staff is surplus the item listed and sell on the GovDeals.com website. Staff also recommends any unsold item(s) or items noted as scrap be disposed of at the Transfer Station or sold for scrap with the funds generated deposited into the General Fund.

LUMPKIN COUNTY RESOLUTION NO. 2023 –07

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

Whereas, the Lumpkin County Board of Commissioners has determined that certain items of personal property, being more particularly set out and identified on the Surplus Request List Dated 01/24/23 attached hereto as Exhibit “A”, which is incorporated herein by reference and made a part hereof, are no longer used or needed for County purposes;

Now therefore, it is hereby resolved that said property identified on the Surplus Request List Dated 01/24/23 attached hereto as Exhibit “A” is declared surplus; and

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

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

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

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

Resolved, adopted and effective this 21st of February, 2023.

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

SURPLUS REQUEST LIST DATED 1/24/2023

Dept.	Description	Comments	ID#	VIN OR SERIAL NUMBER
61200	1993 FORD F150 PICKUP	CURRENTLY IN PARKS AND REC. 30 YEAR OLD UNIT HAS 250K MILES. UNIT HAS EXTENSIVE RUST THROUGH OUT. IN NEED OF MECHANICAL AND COSMETIC REPAIRS. EXCEEDS FLEET REPLACEMENT GUIDELINES. 1 OF 2 UNITS FROM P&R DEPT. WILL BE REPLACED WITH ONE UNIT FROM HEALTH DEPT. CURRENT FLEET RECOMMEND DISPOSAL BY GOVDEALS	8886	2FTDF15NXPCA98886
61200	1998 TOYOTA 4 RUNNER	CURRENTLY IN PARKS AND REC. 25 YEAR OLD UNIT. APPROX. 100K MILES. IN NEED OF REPAIR ENGINE, TRANSMISSION, BRAKES, STEERING AND SUSPENSION. NOT COST EFFICIENT TO REPAIR. MEETS THE FLEET REPLACEMENT GUIDELINES. 2ND OF 2 P&R UNITS REPLACED WITH 1 FORD RANGER FROM CURRENT HEALTH DEPT. FLEET. RECOMMEND DISPOSAL BY GOVDEALS	4463	JT3GN87R6W0064463
42000	1993 FORD F150 PICKUP	CURRENTLY IN ROAD DEPT. 30 YEAR OLD UNIT HAS BEEN IN NUMEROUS DEPTS, UNIT HAS 300K MILES. IN NEED OF VARIOUS REPAIRS. NOT ROADWORTHY, NOT COST EFFECTIVE TO REPAIR DUE TO AGE AND MILES. THIS UNIT WILL NOT BE REPLACED AT THIS TIME. RECOMMEND DISPOSAL BY GOVDEALS	1073	1FTDF15Y5PNA91073
42000	2000 FORD F150 PICKUP	CURRENTLY IN ROAD DEPT. 23 YEAR OLD UNIT HAS 250 K MILES. SERVES AS BLOWER TRUCK FOLLOWING BUSH HOG MOWERS. UNIT WILL NEED ENGINE SOON EST. COST \$5-\$7K. EXCEEDS VALUE OF UNIT. EXCEEDS FLEET REPLACEMENT GUIDELINES. BEING REPLACED WITH CURRENT FLEET UNIT FROM FIRE DEPT. RECOMMEND DISPOSAL BY GOVDEALS	8373	1FTRF18LXYNA08373

SURPLUS REQUEST LIST DATED 1/24/2023

Dept.	Description	Comments	ID#	VIN OR SERIAL NUMBER
33260	2013 DODGE CHARGER PURSUIT	CURRENTLY IN S/O DETENTION. UNIT HAS 225K MILES. EXCEEDS FLEET REPLACEMENT GUIDELINES. THIS UNIT WILL BE REPLACED BY CURRENT FLEET TURN IN UNIT FROM S/O UPD #3 OF 12	2762	2C3CDXAG2DH612762
33260	2010 FORD CROWN VIC	CURRENTLY IN S/O DETENTION, FORMER UPD, 13 YRS OLD WITH 200 K MILES. MEETS FLEET REPLACEMENT GUIDELINES. THIS UNIT WILL BE REPLACED WITH CURRENT FLEET UNIT FROM S/O UPD #4 OF 1. RECOMMEND DISPOSAL BY GOVDEALS	0676	2FABP7BV5AX130676
33600	2008 FORD CROWN VIC	CURRENTLY IN COURT SERVICES, FORMER UPD 15 YRS OLD WITH 200K MILES. MEETS FLEET REPLACEMENT GUIDELINES. THIS UNIT WILL BE REPLACED WITH CURRENT FLEET UNIT FROM S/O UPD #5 OF 12 RECOMMEND DISPOSAL BY GOVDEALS	7777	2FAFP71V18X147777
33260	2013 DODGE CHARGER PURSUIT	CURRENT IN S/O DETENTION, FORMER UPD. UNIT 10 YRS OLD WITH 160 K MILES. THIS UNIT NEEDS EXTENSIVE MECHANICAL REPAIRS INCLUDING ENGINE, DRIVETRAIN AND STEERING, COST OF REPAIRS \$7-\$8K EXCEEDS VALUE OF UNIT. MEETS FLEET REPLACEMENT POLICY GUIDELINES. THIS UNIT WILL BE REPLACED WITH CURRENT FLEET UNIT FROM S/O UPD #6 OF 12. RECOMMEND DISPOSAL BY GOVDEALS	2764	2C3CDXAG6DH612764
33230	2017 FORD POLICE INTERCEPTOR UTILITY	CURRENTLY IN S/O UPD. UNIT HAS OVER 150K MILES. PRESENTLY HAS A BLOWN ENGINE. THE COST OF A NEW ENGINE PLUS OTHER NEEDED REPAIRS WILL BE \$6K-\$8K. NOT COST EFFECTIVE TO REPAIR. EXCEEDS FLEET REPLACEMENT GUIDELINES. RECOMMEND AUCTION ON GOVDEALS. THIS UNIT WILL BE REPLACED BY 1 OF 12 NEW PATROL UNITS.	3419	1FM5K8AR6HGA63419

LUMPKIN COUNTY RESOLUTION NO. 2023 – 08

A RESOLUTION OF THE GOVERNING BODY OF LUMPKIN COUNTY, GEORGIA REQUESTING THE GEORGIA GENERAL ASSEMBLY TO ADOPT LOCAL LEGISLATION FOR LUMPKIN COUNTY, GEORGIA TO INCREASE THE HOTEL/MOTEL EXCISE TAX UNDER O.C.G.A. § 48-13-51(b); AND FOR OTHER PURPOSES

Whereas, the governing body of Lumpkin County, Georgia, is the Lumpkin County Board of Commissioners; and

Whereas, within Lumpkin County there currently exists a five percent (5%) Hotel/Motel tax authorized under O.C.G.A. § 48-13-51 (a)(3); and

Whereas, the Georgia General Assembly adopted legislation enabling municipalities and counties to increase their Hotel/Motel tax up to eight percent (8%) subject to approval of the General Assembly and subject to spending restrictions identified in O.C.G.A. § 48-13-51(a)(3) and O.C.G.A. § 48-13-51(b); and

Whereas, Lumpkin County desires to increase its Hotel/Motel tax from five percent (5%) to eight percent (8%); and

Whereas, such tax would benefit Lumpkin County by providing additional revenues for the promotion of tourism, conventions, and tradeshow, and tourism product development in Lumpkin County; and

Whereas, O.C.G.A. § 48-13-51(b) provides that counties wishing to increase such tax must adopt a resolution which specifies the subsequent tax rate, identifies the projects or tourism product development purposes, and specifies the allocation of proceeds.

Now therefore, it is hereby resolved that Lumpkin County hereby requests the legislative delegation of Lumpkin County, Georgia to sponsor and introduce a local legislative act before the Georgia General Assembly authorizing Lumpkin County to adopt a Hotel-Motel Tax of up to eight percent (8%) authorized pursuant to O.C.G.A. § 48-13-51(b);

It is further resolved that subsequent to the passing of the local legislation, the tax rate shall be eight percent (8%); and

It is further resolved that Lumpkin County intends to use the proceeds of such tax for any legal purposes, to include specifically, but not necessarily limited to, promoting tourism, conventions, and tradeshow, and tourism product development in Lumpkin County; and

It is further resolved that, in each fiscal year during which a tax is collected pursuant to O.C.G.A. § 48-13-51(b)(3), an amount equal to not less than 50 percent of the total amount of taxes collected that exceeds the amount of taxes that would be collected at the rate of five percent (5%) shall be expended for promoting tourism, conventions, and trade shows by the

destination marketing organization designated by Lumpkin County in accordance with O.C.G.A. § 48-13-51(b)(5)(A); and

It is further resolved that the remaining amount of taxes collected that exceeds the amount of taxes that would be collected at the rate of five percent (5%) which is not otherwise expended for promoting tourism, conventions, and trade shows by the destination marketing organization designated by Lumpkin County shall be expended for tourism product development in accordance with O.C.G.A. § 48-13-51(b)(5)(B); and

It is further resolved that, in accordance with O.C.G.A. § 48-13-51(b)(6), an amount equal to the amount of total taxes collected which would be collected at the rate of five percent (5%) shall be expended in accordance with O.C.G.A. § 48-13-51(a)(3), as follows: (1) an amount not less than the amount equal to the amount by which the total taxes collected exceed the taxes which would be collected at the rate of three percent (3%) shall be expended for promoting tourism, conventions, and trade shows through a contract with the destination marketing organization designated by Lumpkin County, and (2) the remaining amount of total taxes collected which would be collected at the rate of five percent (5%), not otherwise expended for promoting tourism, conventions, and trade shows through a contract with the destination marketing organization designated by Lumpkin County, shall be expended for any legal general fund purpose; and

It is further resolved that any and all resolutions, or any part thereof, in conflict with this resolution are hereby repealed.

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Board of Commissioners

Date: February 21, 2023

Agenda Item: 2023-09 Appoint Member to Veterans Affairs Committee - *John Howerton to Seat 6, with a term expiring 04/14/2027*

Item Description:

Facts & Historical Information:

Potential Courses Of Action:

Budget Impact:

Staff Recommendation:

LUMPKIN COUNTY RESOLUTION NO. 2023-09

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

Whereas, the Board of Commissioners of Lumpkin County desires to appoint a member to the Lumpkin County Veterans’ Affairs Advisory Committee to serve in Seat 6;

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

<u>Name:</u>	<u>Seat Number:</u>	<u>Term:</u>
John Howerton	Seat 6	April 15, 2023 to April 14, 2027

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk



Lumpkin County, Georgia

Finance

Date:	February 21, 2023
Agenda Item:	2023-10 Multi-Bank Securities, Inc. (<i>Finance Director Abby Branan</i>)
Item Description:	Consideration of a Resolution for investing with Multi-Bank Securities, Inc.
Facts & Historical Information:	Multi-Bank Securities, Inc. (MBS) is an ACCG partner that works with local governments to invest funds in legal instruments for the purposes of maximizing investment revenues. The County has an established relationship with Multi-Bank Securities, Inc.; however, the account has become inactive. In order to reactivate the MBS account, an updated resolution is required.
Potential Courses Of Action:	A) Approve the resolution with MBS. B) Do not approve the resolution with MBS and provide direction to staff for investing the funds. C) Do not approve the resolution with MBS and do not invest the funds.
Budget Impact:	Not investing the funds will yield approximately half of the interest revenue as investing the funds with MBS.
Staff Recommendation:	Approve the resolution with MBS.

LUMPKIN COUNTY RESOLUTION NO. 2023 –10

**A RESOLUTION TO ENGAGE IN CASH SETTLEMENT TRANSACTIONS,
DESIGNATE AUTHORIZED SIGNERS AND FOR OTHER PURPOSES**

WHEREAS, the Lumpkin County Board of Commissioners is duly authorized and permitted by law to:

1. Engage in cash settlement transactions for the purchase of physical certificates of deposit(s) (CDs) purchased through eConnectDirect or through any introducing agent.
2. Engage in cash settlement transactions in the form of CDs held in safekeeping at federally insured financial institutions.
3. Engage in cash or DVP (delivery versus payment) settlement transactions in securities including, but not limited to debt instruments, bond debentures, notes and CDs; and other fixed-income securities, including but not limited to U.S. government agency bonds, corporate bonds, municipal bonds, mortgage-backed securities, collateralized mortgage obligations and Treasury bonds, notes and bills.
4. Receive on behalf of the Investor, or deliver to the Investor or a designated third party, monies, bonds or other securities.
5. Sell, assign or endorse for transfer bonds or other securities registered in the name of the Investor.
6. Establish and maintain safekeeping accounts with Fedwire and ACH privileges from which account funds are directly spent, and the responsibility for which is entirely that of the Investor.

THEREFORE, IT IS HEREBY RESOLVED that LUMPKIN COUNTY can open an account or accounts in its name with a safekeeping agent, introducing broker, or federally insured financial institution offering CD rates through eConnectDirect or through any introducing agent and that the persons named below, or their successors in office, may, on behalf of the Investor or any one of them acting individually, be and they are hereby authorized to (1) give or submit orders in said account(s) for the purchase, sale or other disposition of CDs, bonds and other securities listed on eConnectDirect or offered by any introducing broker; (2) make, execute, deliver or submit directly or through the services of eConnectDirect any and all written endorsements and documents necessary to effectuate closure or the disbursements of funds of or from the Investor account; (3) may at any time while the account is open modify, amend, submit or enter into any other arrangement with the safekeeping agent of its CD or securities. This authorization to each of said officers is to remain in full force and effect until other written notice of revocation is submitted to the safekeeping agent(s) and Multi-Bank Securities, Inc. ('MBS').

IT IS FURTHER RESOLVED that the following persons are hereby appointed and authorized to act as designated agents and authorized signers for the purposes set forth above:

<u>Name</u>	<u>Title</u>
Chris Dockery	Chairman
Alan Ours	County Manager
Abby Branan	Director of Finance & Purchasing
Melissa Witcher	County Clerk

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

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Authorized Signers (Exhibit 1)

I HEREBY CERTIFY that a meeting of the Board of Directors (or other authorizing body) of County of Lumpkin a County organized under the laws of the State of GA (Investor), which at said meeting a quorum was present and acting throughout, the following preamble and resolutions were adopted and have been and now are in full force and effect. **WHEREAS** County of Lumpkin is duly authorized and permitted by its Charter, Bylaws and/or investment policies to:

1. Engage in cash settlement transactions for the purchase of physical certificates of deposit(s) (CDs) purchased through eConnectDirect or through any introducing agent.
2. Engage in cash settlement transactions in the form of CDs held in safekeeping at federally insured financial institutions.
3. Engage in cash or DVP (delivery versus payment) settlement transactions in securities including, but not limited to debt instruments, bond debentures, notes and CDs; and other fixed-income securities, including but not limited to U.S. government agency bonds, corporate bonds, municipal bonds, mortgage-backed securities, collateralized mortgage obligations and Treasury bonds, notes and bills.
4. Receive on behalf of the Investor, or deliver to the Investor or a designated third party, monies, bonds or other securities.
5. Sell, assign or endorse for transfer bonds or other securities registered in the name of the Investor.
6. Establish and maintain safekeeping accounts with Fedwire and ACH privileges from which account funds are directly spent, and the responsibility for which is entirely that of the Investor. Said privileges will be limited to the persons designated by the Investor. Each designated person can independently perform the prescribed privileges.

NAME	TITLE	SIGNATURE
<u>Chris Dockery</u>	<u>Chairman</u>	_____
<u>Alan Ours</u>	<u>County Manager</u>	_____
<u>Abby Branan</u>	<u>Director of Finance & Purchasing</u>	_____
<u>Melissa Witcher</u>	<u>County Clerk</u>	_____

THEREFORE BE IT RESOLVED that County of Lumpkin can open an account or accounts in its name with a safekeeping agent, introducing broker, or federally insured financial institution offering CD rates through eConnectDirect or through any introducing agent and that the persons named above, or their successors in office, may, on behalf of the Investor or any one of them acting individually, be and they are hereby authorized to (1) give or submit orders in said account(s) for the purchase, sale or other disposition of CDs, bonds and other securities listed on eConnectDirect or offered by any introducing broker; (2) make, execute, deliver or submit directly or through the services of eConnectDirect any and all written endorsements and documents necessary to effectuate closure or the disbursements of funds of or from the Investor account; (3) may at any time while the account is open modify, amend, submit or enter into any other arrangement with the safekeeping agent of its CD or securities. This authorization to each of said officers is to remain in full force and effect until other written notice of revocation is submitted to the safekeeping agent(s) and MBS.

I FURTHER CERTIFY that the signatures of the officers (or others) identified above are authorized by the foregoing resolution to act for County of Lumpkin.

<u>Chris Dockery</u>	<u>Chairman</u>	_____
Name	Title	Signature

IN WITNESS this _____ day of _____, 20_____.

_____	_____
Name	Signature



Lumpkin County, Georgia

Special Projects

Date:	February 21, 2023
Agenda Item:	2023-007 Consideration of Renewal of State Properties Commission Lease - Technical College System of GA - Adult Learning Center (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Consideration of Renewal of State Properties Commission Lease - Technical College System of GA - Adult Learning Center
Facts & Historical Information:	Lumpkin County entered into an agreement with the Department of Technical and Adult Education, Lanier Tech end user, in 2006 for the use of approximately 2,000 square feet of classroom and office space located at 150 B Johnson Street. In 2016 the Board of Commissioners updated the agreement. The agreement currently before the Board of Commissioners for consideration is an update to the previous agreements. The DTAE agrees to pay \$1.00 per year for the use of the space and are responsible for telecom, water, electricity and janitorial expenses for the facility. The County is responsible for all other expenses for the facility. The agreement is auto-renewable for 5 years with a clause that states the premises will revert to the County in the event of abandonment by the tenant. This agreement is a continuation of the previous agreements and is attached for review. The terms of the agreement are July 1, 2023 - June 30, 2024.
Potential Courses Of Action:	A. The Board could choose to approve the new agreement with the State Properties Commission and Technical College System of Georgia. B. The Board could choose not to approve the new agreement with the State Properties Commission and Technical College System of Georgia.
Budget Impact:	The impact to the budget remains unchanged from prior years.
Staff Recommendation:	Approve the new agreement with the State Properties Commission and Technical College System of Georgia.

**RENTAL AGREEMENT
BETWEEN THE
LUMPKIN COUNTY BOARD OF COMMISSIONERS
AND
STATE PROPERTIES COMMISSION
AND
TECHNICAL COLLEGE SYSTEM OF GEORGIA**

This **RENTAL AGREEMENT** (hereinafter "Agreement") is made and entered into this ____ day of _____, 20____, by and between **LUMPKIN COUNTY BOARD OF COMMISSIONERS** (hereinafter "Landlord"), whose address is 99 Courthouse Hill, Suite A, Dahlonega, Georgia 30533, the **STATE PROPERTIES COMMISSION** (hereinafter "Tenant"), whose address is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, on behalf of **TECHNICAL COLLEGE SYSTEM OF GEORGIA** ("Occupying Agency"), whose address is 1800 Century Place NE, Suite # 400, Atlanta, Georgia 30345. The Landlord, Tenant, and Occupying Agency shall collectively be referred to as the "Parties."

1. PREMISES

Landlord hereby rents to Tenant, and Tenant hereby takes and rents from the Landlord, on behalf of the Occupying Agency, 2,000 square feet of office space located at 150 B Johnson Street, Dahlonega, Georgia 30533 (hereinafter the "Premises"). The Premises are more clearly identified on the drawing attached hereto as "Exhibit A" and incorporated herein by reference.

2. RENT/UTILITIES

(a) In consideration for providing the Premises and the Occupying Agency's provision of services to Landlord's citizens, Tenant shall cause the Occupying Agency to pay One Dollar (\$1.00) per year to Landlord for occupying the Premises (hereinafter "Rent").

(b) Tenant shall cause the Occupying Agency to be responsible for all data and telecommunication services, electricity, water, and heat. Landlord shall be responsible for providing all other utilities to service the Premises, trash removal, and any other expenses.

3. USE OF PREMISES

Landlord and Occupying Agency agree the Premises shall be used solely for the purpose of carrying

out the Occupying Agency's day-to-day services, and the Premises shall only be occupied during Landlord's normal operating hours.

4. TERM

This Agreement shall commence on July 1, 2023 (the "Commencement Date"), provided that Tenant has provided Landlord prior written notice of the commencement of the Agreement (the "Commencement Notice"). Such Commencement Notice shall substantively conform to the template letter attached hereto as "EXHIBIT B" and incorporated herein by reference. The Commencement Notice shall be given to Landlord either forty-five (45) days prior to the Commencement Date, or five (5) days after the Governor signs the annual general appropriations bill, whichever occurs later, but in no case shall Tenant's Commencement Notice be given to Landlord later than the day prior to the Commencement Date. If Tenant does not provide such Commencement Notice, this Agreement shall be void and of no effect. If Tenant does give Commencement Notice to the Landlord, this Agreement shall end at 11:59 p.m. on the June 30, 2024 (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date, the Expiration Date and the period between are hereinafter collectively referred to as the "Term". If Tenant or Occupying Agency is not in default on any of its obligations hereunder, the Tenant shall be permitted to extend this Agreement for **FIVE (5)** successive, **one (1)** year, renewal periods (hereinafter "Renewal Terms"), provided that Tenant's written notice of its election to exercise its renewal option shall be given to Landlord either forty-five (45) days prior to the expiration of the of the Initial Term or then current Renewal Term or five (5) days after the Governor signs the annual general appropriations bill, whichever occurs later, but in no case shall Tenant's notice be given to Landlord later than the day prior to the commencement date of the Renewal Term. The Renewal Term shall begin upon expiration of the Initial Term or then current Renewal Term. All of the terms, covenants and provisions of this Agreement shall be applicable for any effective Renewal Term. The Initial Term and all effective Renewal Terms are collectively referred to as the "Term."

5. REPAIRS

During the Term, Landlord at its sole cost and expense, shall be responsible for servicing, replacing, keeping and maintaining, in good order and repair, all aspects of the Premises, except that Tenant shall reimburse Landlord upon demand for reasonable costs of replacements, maintenance, or repairs necessitated by the willful misconduct of Tenant. Services, replacements, or repairs made by the Tenant or its Occupying Agency to the Premises, shall not be construed as a waiver of Landlord's obligation under this provision.

6. JANITORIAL SERVICES

Tenant shall furnish and pay for all janitorial services for the Premises.

7. INSURANCE

Neither Tenant nor Occupying Agency shall use the Premises for any purpose other than that stated in "Paragraph 3" hereof. The Tenant and Occupying Agency are prohibited from any use of the Premises or acts on the Premises that may cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. Tenant and Occupying Agency further agree not to sell, or permit to be kept for use on the Premises, any article(s) which may be prohibited by the standard form of fire insurance policies. Throughout the Term of this Agreement, Tenant shall cause the Occupying Agency to maintain an insurance policy or, through a program of self-insurance, insurance coverage for Occupying Agency's fixtures, furnishings, equipment and personal property located in the Premises. Occupying Agency shall carry a policy with an amount not less than full replacement cost against loss or damage by fire and all other casualties and risks.

8. CANCELLATION FOR CONVENIENCE

The Parties reserve the right to cancel this Agreement for convenience by giving at least one hundred twenty (120) days prior written notice of such cancellation to the non-cancelling Parties.

9. ABANDONMENT

The Parties agree that this Agreement will terminate, and the Premises will revert to the Landlord, in the event that the Premises are abandoned by the Tenant or the Occupying Agency.

10. REMOVAL OF FIXTURES

At any time before the expiration, or earlier termination, of this Agreement, or upon a reasonable time thereafter, either Tenant or Occupying Agency shall have the right and privilege to remove all fixtures, furnishings, equipment, and personal property either Tenant or Occupying Agency has placed in or upon the Premises.

11. NOTICES

All notices, requests, demands and other communications provided for hereunder shall be in writing, mailed by first class United States certified mail, return receipt requested, delivered by overnight carrier (such as, but not limited to, UPS or Federal Express), or personally delivered to the applicable party at the addresses as stipulated in "Paragraph 1", or at such other address as a party may designate. All parties reserve the right, by written notice, to name a different person or title, and to change the address where notices shall be given.

12. SURRENDER OF PREMISES

In the event of cancellation or early termination of this Agreement, the Tenant shall cause the Occupying Agency to surrender the Premises to Landlord in good order and condition; ordinary wear and tear, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of Landlord are excepted.

13. ENTRY FOR INSPECTION BY LANDLORD

The Tenant and Occupying Agency shall permit the Landlord, its agents or employees, to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises or for the purpose of maintaining or making repairs, alterations, or additions to necessary portion of the Premises. The Landlord's entry shall not unreasonably interfere with Tenant's or Occupying Agency's business functions.

14. ASSIGNMENT AND SUBLETTING OF PREMISES BY THE TENANT

Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia By O.C.G.A. § 50-16-32; (II) Tenant's duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting such space to an Occupying Agency (as hereinafter defined) requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet of the premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant gives Landlord prior written notice. For purposes here, an "Occupying Agency" means: (I) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, and (II) any other entity as permitted by State Law. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any other Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any other Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.

15. ENTIRE AGREEMENT

This Agreement, including any attached exhibits, embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the parties relative to the Premises.

No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

(Signatures begin on next page and remainder of page is intentionally blank)

Signed, sealed and delivered
as to Landlord in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

LANDLORD:

LUMPKIN COUNTY BOARD OF
COMMISSIONERS

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

Signed, sealed and delivered
as to Tenant in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

TENANT:
STATE PROPERTIES COMMISSION

By: _____

Name: _____

Title: _____

Signed, sealed and delivered
as to Occupying Agency in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(Affix and Impress
Notary Public Seal Here)

OCCUPYING AGENCY:
TECHNICAL COLLEGE SYSTEM OF
GEORGIA

By: _____

Name: _____

Title: _____

EXHIBIT A

[Floor Plan]

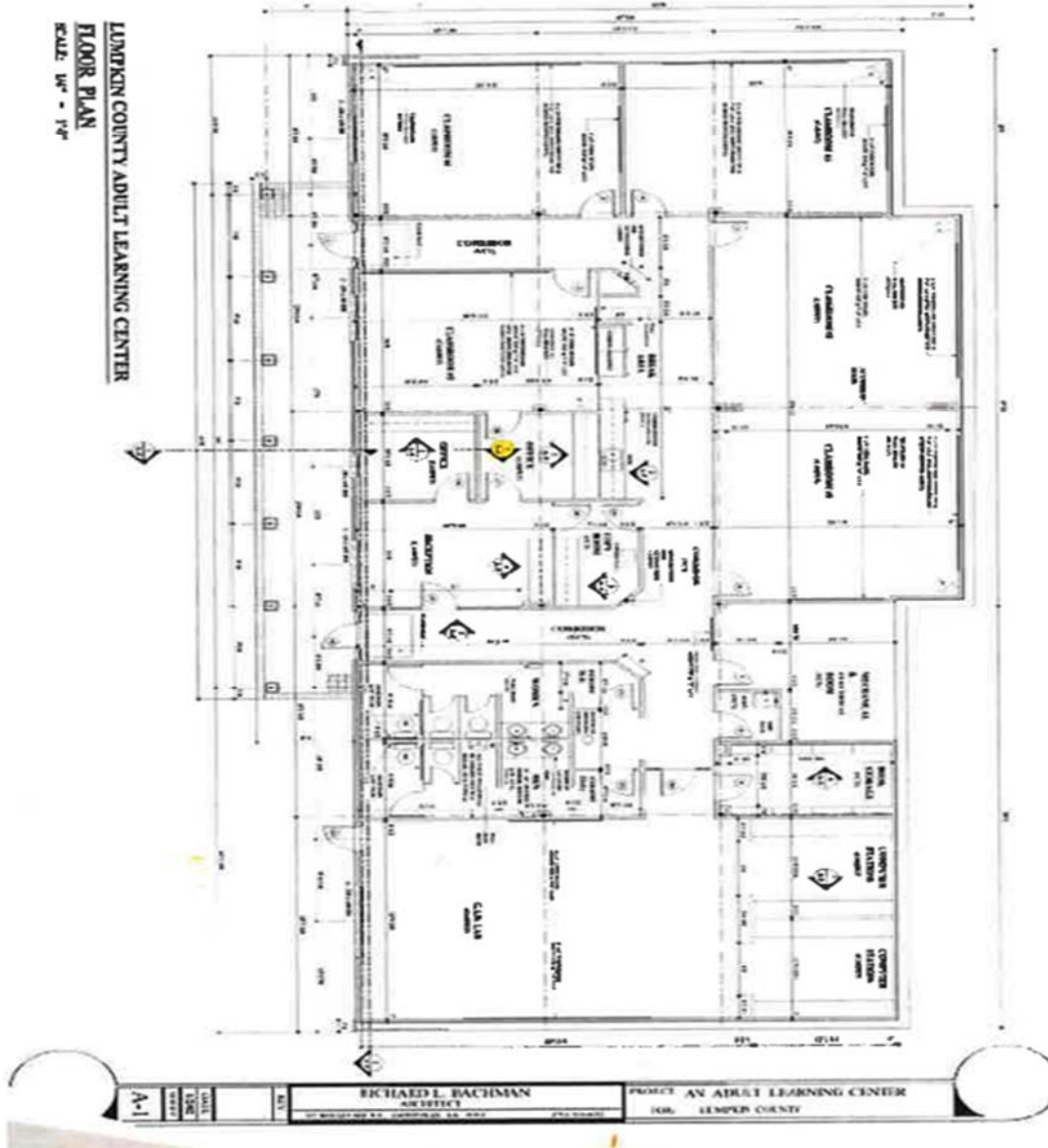


EXHIBIT B

Choose: [Commencement Notice]

STATE PROPERTIES COMMISSION

270 Washington Street SW, Suite 2129, Atlanta, Georgia 30334

Chairman
Brian P. Kemp
Governor

Executive Director/State Property Officer
Marty W. Smith

Date

[Landlord Name]

[Landlord Address]

RE: [Agency]

Lease Agreement Number:

FY:

Dear Landlord:

The Master Lease Agreement ("Agreement") dated _____, by and between _____ ("Landlord") and State Properties Commission ("Tenant") for _____ rentable square feet of space located at _____, will commence on July 1, _____

and end on June 30, 20__ under the terms, conditions, covenants, agreements, and provisions and stipulations of the Agreement and at the rental rate of \$_____.

STATE PROPERTIES COMMISSION

J. Frank Smith
Deputy Executive Director



Lumpkin County, Georgia

Public Works

Date:	February 21, 2023
Agenda Item:	2023-008 Mark Robinson Hauling, Inc. - Recycling & Transfer Station Lease Agreement (<i>Special Projects Director Ashley Peck</i>)
Item Description:	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.
Facts & Historical Information:	On December 1, 2021 the Lumpkin County Board of Commissioners entered into a contract with Mark Robinson Hauling for the operation and management of the Lumpkin County Solid Waste Transfer Station and the County's Recycling Program. This contract was amended on November 15, 2022 to extend the term of the contract until February 28, 2023 to allow Lumpkin County additional time to consider options for the County's recycling program. The amendment currently before the Board is to amend the contract by extending the term by one month with an ending date of March 31, 2023 and adding a auto-renewal for additional one-month periods until termination by either party upon a 60-day written notice of termination. All other terms of the contract will remain in effect.
Potential Courses Of Action:	A. Approve the amendment to the contract with Mark Robinson Hauling extending the term till March 31, 2023 and including an auto-renewal for additional one-month periods. B. Do not approve the amendment to the contract with Mark Robinson Hauling extending the term till March 31, 2023 and including an auto-renewal for additional one-month periods.
Budget Impact:	There will be no additional impact to the budget as the cost of this contract is included in the annual budget.
Staff Recommendation:	Approve the amendment to the contract with Mark Robinson Hauling for the operation and management of the Lumpkin County Solid Waste Transfer Station and the County's Recycling Program.

**AMENDMENT NO. 3
TO
CONTRACT FOR
THE OPERATION AND MANAGEMENT
OF THE SOLID WASTE TRANSFER STATION
AND THE COUNTY’S RECYCLING PROGRAM**

This amendment is made and entered into as of February 21, 2023, between the governing authority of **Lumpkin County**, hereinafter referred to as “Lumpkin County”, a political subdivision of the State of Georgia, and **Mark Robinson Hauling, L.L.C.**, of Lumpkin County, Georgia, hereinafter referred to as “Contractor”.

Whereas, the parties entered into a Contract for the Operation and Management of the Lumpkin County Solid Waste Transfer Station and the County’s Recycling Program with an effective date of December 1, 2021, as amended by Amendment No. 1 with an effective date of July 19, 2022, and Amendment No. 2 with an effective date of November 15, 2022 (‘Contract’); and

Whereas, the parties have agreed to extend the contract to allow Lumpkin County additional time to consider options for the County’s solid waste and recycling program;

Now therefore, the parties agree to amend the Contract as follows:

The term of the contract shall be extended for one month ending March 31, 2023, and shall automatically renew for additional one-month periods until terminated by either party upon a 60-day written notice of termination.

All other terms of the Contract shall remain in full force and effect.

Lumpkin County:

Contractor:

By:

Mark Robinson Hauling, L.L.C.
By:

Chris Dockery, Chairman

Mark C. Robinson, Member

Attest:

Melissa Z. Witcher, County Clerk



Lumpkin County, Georgia

Senior Center

Date: February 21, 2023

Agenda Item: 2023-009 Legacy Link Addendum #1 FY-2023 (*Senior Center Manager Linda Kirkpatrick*)

Item Description: CONTRACT ADDENDUM #1 - SFY2023 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.

Facts & Historical Information: Historically, funding for the Lumpkin County Senior Center (including cost of meals and operation of the Center) has largely been from federal grants appropriated through the Older American Act enacted in 1965, state grants and local sources. The appropriations to the Center come through eight (8) different fund sources.

Legacy Link, Inc. is the Area Agency on Aging that manages federal and state funding allocations for the region that includes Lumpkin County.

Addendum #1 Information:

This amendment to Lumpkin County's allocation is two-fold:

First, State Income Tax Check-off funds were added and there was a minor reduction in 3 federal funding sources. These funds are for meal costs and operations.

Meals and Operations Costs:

State Funds \$ 586 (no cash match)

Federal Funds - \$ 1,119 (no cash match)

Total - \$ 533 (decrease)

The second part is funds provided through the American Rescue Plan Act (ARPA). It includes funding additional congregate and home delivered meals (meal costs and operating costs). It also funds material aid individual support

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

services and material aid individual caregiver services. ARPA funds will be used to serve current and new clients in the congregate nutrition program and clients in the home delivered meal nutrition program. Any funds not used this fiscal year (SFY2023) will roll over to next fiscal year (SFY 2024).

ARPA Meals and Operation Costs:

Federal and State Funds	\$86,805
Cash Match (6% of total)	<u>\$ 5,541</u>
Total	\$92,346

ARPA Caregiver Services – Individual Support Services/Material Aid:

Federal and State Funds	\$10,490
Cash Match (6.5% of total)	<u>\$ 729</u>
Total	\$11,219

- This fund will be used to provide material aid-home repairs/modifications to include hand rails and installation, safety bars and installation, yard cleanup, and wheelchair ramps.

ARPA Support Services - Individual Support Services/Material Aid:

Federal and State Funds	\$49,344
Cash Match (6% of total)	<u>\$ 3,150</u>
Total	\$52,494

This fund will be used as follows:

- \$16,000 will be used for consulting and instructor fees (service contracts) to teach wellness classes specific to the needs of senior adults.
- \$21,034 will be used to expand and enhance wellness equipment such as exercise equipment specifically for senior adults with health and/or mobility issues, weights, resistance bands, balls, yoga mats and chairs to use for seated exercises.
- \$10,000 will be used for material aid/assistive technology for items such as dental, (dentures or partials) hearing aids, eye glasses, walkers, and lift chairs.
- \$5,460 will be used for material aid/other for items such as groceries, utilities, incontinence supplies, cleaning supplies, etc.

Our expectation is to serve a minimum of 75 clients through Caregiver Services
99 Courthouse Hill – Dahlonega, GA 30533 – (706)-864-3742
<https://www.lumpkincounty.gov/>

and Support

Services funds. Included is a copy of the questionnaire that will be sent to clients to determine needs.

- The total amount of ARPA federal and state funds for Caregiver and Support Services is \$59,834 and the cash match is \$3,879 (total \$63,713).
- The grand total of ARPA federal and state funds for Caregiver and Support Services and Meals and Operations Costs is \$146,639 and the cash match is 9,420 (total \$156,059).
- The grand total of funding increase in this addendum is federal and state funds \$146,106 and the cash match is \$9,420 (total \$155,526).

Potential Courses Of Action:

1. Submit an approved, signed Addendum #1 Contract
1. Do not submit an approved, signed Addendum #1 Contract.

Comparison: If Course A is chosen, Lumpkin County will receive the increased allocation of \$146,106.

If Course B is chosen, Lumpkin County will lose the allocation increase of \$146,106.

Budget Impact:

The new ARPA funds for Caregiver and Support Services gives us an opportunity to help many seniors along with providing the Senior Center with much needed wellness programs and wellness equipment. The Senior Center will receive \$59,834 in federal and state funds but is expected to spend \$63,713 which includes a cash match of \$3,879. The match is not currently budgeted. The cash match can come from fund balance or contingency funds can be used.

The increase for existing and new congregate and home delivered meals services will have a positive impact on the budget. The increased allocation means that the burden to the general fund will be reduced by \$86,272 (total increase of \$91,813 less cash match of \$5,541).

Staff Recommendation: It is recommended that the approved, signed Addendum #1 Contract be

submitted to Legacy Link, Inc.

**ADDENDUM NO. 1
TO
AGREEMENT**

BETWEEN THE LEGACY LINK, INC., AND LUMPKIN COUNTY BOARD OF COMMISSIONERS FOR THE PROVISION OF Nutrition program and entered into on the first day of July, 2022.

Said agreement is amended to read as follows.

W I T N E S S E T H:

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

WHEREAS, this component of said Area Plan on Aging is the provision of Material Aid-Individual services to the elderly

2. Description of Services.

(b) Operation of the nutrition site includes serving one meal a day, five days a week (250 days per year) as specified in the Grant Application incorporated herein, for a total of 8,880 units of congregate nutrition services to 50 elderly persons, 33,480 units of home-delivered nutrition services to 125 elderly persons, and providing 23,772 units of support services material aide individual services to 75 elderly persons and 21,760 units of caregiver services material aide individual to 26 elderly persons

5. Compensation.

(b) The total compensation paid by the Legacy to the Contractor for nutrition site operation pursuant to this Agreement shall not exceed One Hundred Thirty Eight Thousand Four Hundred Ninety Dollars (\$138,490.00).

(c) congregate meals in the amount of Twenty Three Thousand Seven Hundred Thirty Five Dollars (\$23,735.00) and federal and state funds for home-delivered meals in the amount of Eighty Thousand Three Hundred Sixty Three Dollars (\$80,363.00).

(d) The total compensation paid by the Legacy to the Contractor for Wellness services pursuant to this agreement shall not exceed Forty Six Thousand Three Hundred Fifty One Dollars (\$46,351.00)

(e) The Legacy agrees to provide federal funds for material aid individual support services in the amount of Twenty Two Thousand Eight Hundred Forty Three Dollars (\$22,843.00), and material aid individual caregiver services in the amount of Twenty One Thousand Thirty Dollars (\$21,030.00).

6. Non-Federal Funds.

(a) As a condition of this Agreement, the Contractor agrees to insure non-federal funds in the amount of Ten Thousand Eight Hundred Nine Dollars (\$10,809.00) will be available for nutrition site operations, and Three Thousand Five Hundred Four Dollars (\$3,504.00) for wellness services, and Nine Hundred Twenty Eight Dollars (\$928.00) for support services, and Seven Hundred Twenty Nine Dollars (\$729.00) for caregiver services

(b) The minimum cash requirement for the term of the Agreement being Fourteen Thousand Seven Hundred Fifteen Dollars (\$14,715.00) for congregate meals and Eighty One Thousand Three Hundred Forty Five Dollars (\$81,345) for home-delivered meals.

The Contractor shall provide the necessary non-match local resources required for the provision of the services listed in Paragraph two (2) of this contract, this amount being One Hundred Seventy Two Thousand One Hundred Thirty Five Dollars (\$172,135.00).

12. Maintenance of Records. The Contractor shall maintain such records and accounts, including property, personnel, and financial reports as deemed necessary by the Legacy to assure a proper accounting of all program funds, including both federal and nonfederal matching funds expended to enable the Legacy to comply with all federal and state financial accountability requirements. Contractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claims or audit is started before the expiration of seven years, the records shall be retained until all

litigations, claims or audit findings involving the records have been resolved. These records shall be retained in a manner and for the period specified in 45 CFR - Part 74 Administration of Grants.

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

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

The Contractor agrees to maintain any required city, county and State business licenses and any other special licenses required, prior to and during the performance of this Contract. B.

The Contractor is responsible to ensure that Subcontractors are appropriately licensed. C.

The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by State or Federal laws. The Contractor agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Contract or State and Federal laws, that this Contract may be terminated immediately in whole or in part.

27. Conflict of Interest. The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41 which prohibit and regulate certain transactions between certain State officials or Employees and the State of Georgia, have not been violated and will not be violated in any respect.

28. Debarment. In accordance with Executive Order 12549, Debarment and Suspension, as implemented at 2 CFR Part 180, 2 CFR Part 376, and 45 CFR § 75.213, Contractor certifies by signing the Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transaction that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

All other terms and conditions of this agreement remain unchanged.

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

THE LEGACY LINK, INC.

By: _____
Chief Executive Officer/AAA Director

Subscribed and sworn to
in our presence:

Notary Public

CONTRACTOR:
LUMPKIN COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

Subscribed and sworn to
in our presence:

Notary Public

Lumpkin County Senior Center

The Senior Center has received federal and state funds from the American Rescue Plan Act (ARPA). We will be able to use some of these funds to assist you, if needed, in a variety of ways. The Senior Center cannot guarantee that we will be able to provide for all of your needs but we will work with you to see how we can help.

Name _____ Date _____

I can use assistance with the following (please check all that apply):

Utilities (water, heating, cooling)	
Dentures	
Hearing Aids	
Eye Glasses	
Incontinence Supplies (such as Depends)	
Groceries	
Cleaning Supplies	
Walker	
Lift Chair	
Wheel Chair Ramp	
Hand Rails for Stairs (outside or inside home)	
Safety Bars	
Yard Clean-up	
NONE	

FOR OFFICE USE ONLY

Are you a Veteran? Y N

Do you have a family member who is/was a Veteran? Y N

Relation to you _____



Lumpkin County, Georgia

Special Projects

Date:	February 21, 2023
Agenda Item:	2023-010 Loan of Tractor for Display in the Administration Building Lobby (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Loan of Tractor for Display in the Administration Building Lobby
Facts & Historical Information:	In 2021 the Board of Commissioners accepted a loan from Mr. Jeff Underwood to display his antique tractor in the lobby of the Administration Building. Mr. Underwood has requested that the original loaned tractor, a 1938 John Deere, be replaced with a 1958 Ford 861 Powermaster. Mr. Underwood will be responsible for removing the original tractor and replacing with the new one. Mr. Underwood still maintains ownership of the tractor and does maintain insurance on the 1958 Ford Tractor. There is no cost to the County for this loan. The required questionnaire is attached for reference.
Potential Courses Of Action:	A. Accept the loan of the 1958 Ford 861 Powermaster Tractor. B. Do not accept the loan of the 1958 Ford 861 Powermaster Tractor.
Budget Impact:	There will be no impact to the budget.
Staff Recommendation:	Accept the loan of the 1958 Ford Tractor from Mr. Underwood.

DONATION ASSESSMENT QUESTIONNAIRE

[Note: For the purposes of this questionnaire, the term "Donation" also refers to Loans]

Lumpkin County Department / Authority / Agency / Commission (the "Recipient"):

Recipient Contact Person and phone number:

Date:

1. Name and Address of Donor/Lender:
Jeff Underwood: 446 Parks Drive, Dahlonga, GA 30533
2. Types of donation (check all that apply):
☐ Goods ☐ Services ☒ Loan* ☐ Cash/Check ☐ Other
*Describe length of loan: Approximately 1 year
3. Describe the goods/service/item to be donated/loaned to Lumpkin County and its purpose: (If applicable, include an image, drawing, or other description of the item to be donated).
1958 Ford 861 Powermaster with the Elence 4x4 Conversion
4. What is the estimated value of the donation?
\$25,000.00
5. What conditions are being placed on the donation by the donor, if any?
None
6. Is it intended that the donation be perpetual in nature (for example, a monument that is not removable)?
No
7. Describe how the acceptance of this donation will benefit or support the mission, goals, operations, and service delivery of the recipient, other Lumpkin County Departments, or the Lumpkin County community:
8. How will the acceptance of this donation affect the recipient's plans or any plans of other Lumpkin County Departments?
None
9. How will the acceptance of this donation impact the recipient's operating or capital budget, or the Lumpkin County Budget, now and in the future?
No Impact
10. Will the donor retain any rights to the donation? If yes, explain.
Yes. This is a loan and will only be for display purposes.

11. What type of agreement will be needed between Lumpkin County and the donor? (Attach applicable Standard Agreement attachments.)
- ☐ Standard Donations Agreement without special conditions
 - ☐ Standard Donations Agreement with special conditions*
 - ☒ Standard Loan Agreement without special conditions
 - ☐ Standard Loan Agreement with special conditions*
 - ☐ Other agreement or contract unique to this donation*
- *Explain in #12
12. Recipient's recommendation:
- ☒ Accept donation as described
 - ☐ Accept donation with modification or special conditions*
 - ☐ Decline donation*
- *Explain in #12
13. Include any other information that the County Manager, or designee, will need to review this donation offer.

ATTACHMENT A

LOAN DESCRIPTION

List and Description of item(s) being loaned by Lender to Lumpkin County:

1. 1958 Ford 861 Powermaster with the Elence 4x4 Conversion Tractor. Serial Number: 310609

ATTACHMENT B
SPECIAL CONDITIONS

(Detail of special conditions applicable to this Loan Agreement, if none, state “No Special Conditions”)

1. No Special Conditions



Lumpkin County, Georgia

E-911

Date:	February 21, 2023
Agenda Item:	2023-011 Prepared 911, Text to 911 - Prepared Emergency Communications Service Contract with Invictus Apps, Inc. (<i>E911 Director Carlton Chester</i>)
Item Description:	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.
Facts & Historical Information:	Studies show that currently 75 to 80 percent of the calls to 911 centers originate from cell phones. My observations in the center support this information. This service will be extremely helpful with medical problems, hearing impaired, home invasion, active shooter and other situations where verbal communication may not be appropriate.
Potential Courses Of Action:	1) Continue to operate as we currently do, without the ability to receive text message and limit our ability to properly serve the community, as so much of communications throughout the public are via text. 2) Purchase the additional service that will give us access to its full benefits. This would enable us to respond more efficiently with a better knowledge of the incident, saving time and promoting the best possible outcome.
Budget Impact:	The base service consists of text to 911 with photo and video capabilities with unlimited storage for records management. Additionally, multi-language translation ability can be added. Adding the multi-languge translation incurs a fee. This service, including the multi-languge translation, has an introductory cost of \$2,500.00 for the first year, and an annual renewal cost of \$2,625.00. I believe that the cost for this would be an approved expense under the 911 tax revenue requirements.
Staff Recommendation:	I recommend that we purchase the additional service with the base program. If at the end of the agreement we find this service is not beneficial, we are not obligated to continue. Also, as the next generation of 911 is implemented (which moves us from a landline-based system to a GPS system required by Federal Government) this would put us one step closer to that transition. I firmly believe that this will be useful several times a day.

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

SALES REPRESENTATIVE (Invictus Use Only): ;	John Edwards
SALES REPRESENTATIVE EMAIL (Invictus Use Only):	john.edwards@prepared911.com
ORDER FORM SENT (Invictus Use Only):	Jan 23, 2023

Subscription Order for the Prepared Live Emergency Communications Service

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

Name of Client:	Lumpkin County Board of Commissioners
Client Address:	99 Courthouse Hill Suite H Dahlonega, Georgia 30533
Client Phone Number:	706-864-3633
Client E-Mail:	alan.ours@lumpkincounty.gov
Client Contact:	Alan Ours

[Continued on Next Page]

The Prepared™ Live Emergency Communications Service is a proprietary security and communications service of Invictus pursuant to which Invictus provides to Client’s emergency response dispatchers the capability to view image and video communications and transmissions and location information from citizen callers regarding a pending emergency through Invictus’ use of the proprietary Invictus technology solution, including proprietary web applications,

and other software, graphical user interfaces and other content, threat-management protocols and other workflows and processes.

Type of Subscription:	Language Translation and Real-time-text
Effective Date:	Date that Client signs the Subscription Order for the Prepared Live Emergency Communications Service.
Maximum Number of Dispatchers:	Unlimited
Maximum Number of Emergency Responders:	0 (Emergency Responders do not have access to the Service)
Initial Subscription Period:	12 Consecutive Months from the Effective Date
Total Subscription Fees for Initial Subscription Period:	\$2,500
Total Subscription Fees for Each Renewal Term:	\$2,625
Early Termination:	Client has the right to terminate the Service at any time upon 30 days prior notice.

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

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

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

This Order, together with the Standard Terms and these other Appendices hereto and the Schedules attached to and/or referenced in any of the foregoing, contain the entire agreement and understanding of the parties with respect to the subject matter hereof (the “**Agreement**”) and shall supersede and merge all prior and contemporaneous communications, agreements, understandings, undertakings and obligations with respect to the subject matter hereof, whether oral or written, unless the parties have entered into a separate definitive written agreement with respect to the

subject matter hereof which has been signed by the authorized representative(s) of each party. No modification of the Agreement, including this Order or any Appendix hereto, shall be binding on either Party unless it is in writing and signed by both Parties. No quote, order other than this Order, or similar document shall modify the terms of the Agreement even if accepted by the receiving party. Notwithstanding the foregoing, the Agreement does not supersede any Non-Disclosure Agreement or Confidentiality Agreement, if any, entered into by the parties, which shall continue to be in full force and effect.

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

- a. Appendix A – Standard Terms and Conditions for the Prepared™ Live Emergency Communications Service
- b. Appendix B – Special Terms

This Order must be accepted by the Chief Executive Officer (CEO) or President of Invictus Apps, Inc. to be binding on Invictus Apps, Inc.

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

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

CLIENT: _____

By: _____

Name, Title: _____

Date: _____

INVICTUS APPS, INC.

By: _____

Name, Title: _____

Date: _____

Appendix A – Terms and Conditions for the Prepared™ Live Emergency Communications Service

Corresponding Terms and Conditions Version: 3.0 attached hereto, which can also be found at [https://
www.preparedapp.com/prepared-live-terms-and-conditions](https://www.preparedapp.com/prepared-live-terms-and-conditions).



Standard Terms and Conditions for the Prepared™ Emergency Communications Service

These standard terms and conditions as set forth in this document (the “**Standard Terms**”) shall apply to and govern any Order placed by a Client (as identified in such Order) for a subscription to the Prepared™ Emergency Communications Service from Invictus Apps, Inc., a Delaware corporation, (“**Invictus**”), to which these Standard Terms are attached or in which they are specifically referenced and which is signed by both Invictus and the Client. Placing the Order with Invictus constitutes Client’s agreement to the Standard Terms set forth herein, as such Standard Terms may have been updated through the date of such Order.

Any different or additional terms in any purchase order (that is not an Order), proposal, offer, or other writing from Client to Invictus shall be deemed a material alteration of these Standard Terms and are hereby expressly objected to and rejected and shall be of no force or effect. Invictus’ failure to object to any such terms and conditions from Client will neither be construed as Invictus’ acceptance of such terms and conditions nor a waiver of these Standard Terms or the terms and conditions set forth in the Order. Commencement of performance shall not be construed as acceptance of any of Client’s terms and conditions which are different from or in addition to those contained in these Standard Terms or the terms and conditions set forth in the Order. Course of performance or usage of trade shall not be applied to modify these Standard Terms or the terms and conditions of any Order. Invictus’ offer to provide the Service is expressly conditioned upon Client’s acceptance of these Standard Terms.

In consideration of the mutual promises and covenants contained in the Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Certain Definitions.** In addition to the capitalized terms defined above and elsewhere in this Agreement, the following capitalized terms as used in this Agreement shall have the meaning set forth below:

“**Access Credentials**” shall mean any username, identification number, password, license or security key, token, PIN or other code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access the Prepared Platform.

“**Agreement**” shall mean the written agreement entered into by Client and Invictus and comprised of (i) the Order issued by Client and accepted by Invictus in writing and (ii) these Standard Terms and (iii) the Exhibits and other Appendices to the Order, each as attached to and/or specifically referenced in the Order, and (iv) all other documents incorporated in the Order or in these Standard Terms by reference.

“**API**” shall mean a software or application programming interface made available by Invictus or a Third Party Application authorized by Invictus in connection with the Service, including the associated technical and administrative specifications, standards, requirements, procedures and communication protocols provided by Invictus, to allow a computer server to interface with another computer or server or to process a data file in an automated fashion. All APIs provided or made available by Invictus are part of the Prepared Platform.

“**Business Day**” shall mean any day that is not a Saturday or Sunday or a Federal holiday in the United States of America.

“**Caller**” shall mean a citizen caller who reports an emergency or threat to a Telecommunicator of Client by calling 911.

“**Caller Data**” shall mean the data, including text, video, audio, image, and location data, regardless of form or media, that are submitted or transmitted by a Caller or Caller’s Mobile Device to Invictus from such Caller’s Mobile Device during the Term of this Agreement.

“**Caller Platform Extension**” shall mean the proprietary web-based software application of Invictus, including its functionalities, features, services, data, design, graphics, images, text, graphical user interfaces, and all other content, which Invictus makes available to Callers for use in connection with the Service.

“**Client Data**” shall mean (1) the data and related information that

are submitted by Client to Invictus or the Prepared Platform, for creating and managing User accounts and providing access to Authorized Users and other Users of the Service, including to authorize or validate access to or use of the Prepared Platform and to establish the level of privileges and use rights associated with the Prepared Platform or the Service, (2) the information and data about a Caller submitted by an Authorized User of Client to Invictus or the Prepared Platform, including without limitation any mobile phone number and other contact information of a Caller, and (3) any communications sent by Client’s Authorized Users to a Caller via the Prepared Platform, including the Call-Taker Console, and/or the Caller Platform Extension.

“**Client Systems**” shall mean the information technology infrastructure and networks of Client, whether operated directly by Client or through the use of Third Party services or resources.

“**Cloud Server**” shall mean a server or multiple connected servers, owned, controlled, operated or maintained by a Third Party, such as Amazon Web Services, Microsoft Azure or Google Cloud Platform, which is part of the Prepared Platform, and which host software, data or technology proprietary to Invictus or licensed by Invictus or any Client Data.

“**Defective Client Data**” shall mean any file submitted by Client that is defective, corrupt, unreadable or incomplete or any data or file(s) or that do(es) not comply with the specifications or requirements provided by Invictus for Client Data or that contains incorrect data or information with respect to any User, including information regarding a User’s level of privileges or use rights that is inconsistent with the Subscription Tier ordered by Client.

“**Emergency Responder**” shall mean a licensed medical services provider, law enforcement officer, firefighter, volunteer firefighter or officer of a fire company, emergency medical technician, emergency nurse, ambulance operator, or provider of civil defense services.

“**End User License**” shall mean the terms and conditions of the end user license agreement that each User of the Service enters into with Invictus and which, together with this Agreement, shall govern the use by such User of the Service and the Prepared Platform.

“**Force Majeure Event**” shall mean any act of God, fire, flood, explosion, war, strikes, or other concerted work stoppages of labor, inability to obtain raw material, equipment or transportation breakage or failure of equipment or apparatus, or



loss of any necessary utility or interruption of power or communications sources or connections, failures in or affecting the performance, use, or availability of the Internet or associated intranets, any failure affecting the performance, use or availability or data transmission via cellular or wireless means, any Harmful Code released by a Third Party, any denial of service attacks, the terrorist, illegal, malicious, wanton, or capricious acts of a Third Party, changes or modifications in international, national, or industry standards or protocols, or the existence of or governmental action or court order or changes in laws prohibiting or imposing criminal penalties or civil liability for performance hereunder.

"Harmful Code" shall mean software or other technology, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede, any computer, software, database, system or network.

"Hours of Coverage" shall mean the period of time between 8:00 a.m. and 6:00 p.m. (East Coast Time) Monday – Friday, except for any Federal holiday.

"Intellectual Property Rights" shall mean any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any utility and design patent, copyright, trademark, trade secret, database right, database protection or other intellectual property rights, and all similar or equivalent rights or forms of protection, including without limitation under any license, and all associated rights of priority in any part of the world.

"Launch Date" shall mean the first Business Day following the end of the period of implementation of the Service pursuant to **Section 2.1** hereof.

"Initial Subscription Period" shall mean (i) a period of twelve (12) consecutive months from the Launch Date or (ii) such longer period set forth in the Order.

"Invictus Marks" shall mean the trademarks and trade names and logos of Invictus, including the Prepared word mark and the Prepared logo as set forth on the top of this Agreement.

"Mobile Device" shall mean (i) a smartphone made by Apple, Inc. and running the iOS operating system made available by Apple Inc. or (ii) a smartphone made available by another hardware manufacturer that runs the Android operating system made available by Google Inc.

"Order" shall mean (i) such written order issued and delivered by Client to Invictus for the Prepared™ Emergency Communications Service as specified in such order, which order has been executed by Client and accepted and approved by Invictus in writing, or (ii) such other written agreement entered into between Client and Invictus relating to the Prepared™ Emergency Communications Service and executed by Client and Invictus, provided that such agreement expressly states that it serves as or includes such Order for purposes of these Standard Terms and that these Standard Terms shall be incorporated into such agreement by reference.

"Person" shall mean an individual, sole proprietorship, partnership, limited partnership, corporation, limited liability company, stock company, trust, unincorporated association, government agency, or other similar entity or organization.

"Prepared Platform" shall mean the software, cloud-based information technology platform, including the Call-Taker Console, servers operated by Invictus and Cloud Servers, and

computer code, software, technologies, processes, methods, algorithms, and data and content, including protocols, processes, workflows, and workflow engines (e.g., steps, logic, and functionality for implementation of out-of-the-box and custom business processes), rules engines and integration code, proprietary to Invictus or Third Party Applications licensed from Third Parties, that are used by Invictus in performing the Service. **"Prepared Platform"** shall also include any Prepared Platform Extensions.

"Prepared Platform Extension" shall mean a web-based or Mobile Device-installed software application of Invictus, including its functionalities, features, services, data, design, graphics, images, text, graphical user interfaces, and all other content, that Invictus makes available to Users of Client that are Emergency Responders of Client for use with the Service if the Client has subscribed to the applicable Paid Subscription Tier.

"Permitted Uses" shall be limited to the following uses of the Service: requesting, initiating, and managing the transmission of Caller Data from a Caller to the Prepared Platform regarding a pending emergency or emergency in progress that are transmitted by such Caller via a Caller Platform Extension and stored on the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on a web-based or computer-installed graphical user interface and software dashboard made available to Telecommunicators and, if Client has subscribed to the applicable Paid Subscription Tier, to Authorized Users that are Emergency Responders, as part of the Prepared Platform (**"Call-Taker Console"**), and transmitting and managing communications with a Caller from and to such Call-Taker Console, and, if applicable, from and to Prepared Platform Extensions that Invictus makes available to Authorized Users of Client that are Emergency Responders of Client if the Client has subscribed to the applicable Paid Subscription Tier, as part of the Prepared Platform.

"Telecommunicator" shall mean a call taker or dispatcher in an emergency dispatch office, such as a public-safety answering point (PSAP), operated by or on behalf of Client which may communicate with a citizen caller or may send Emergency Responders to respond to an impending threat to public safety, provided that the term "Telecommunicator" shall not include any Emergency Responder.

"Service" shall mean Invictus' proprietary Prepared™ Emergency Communications Service that Invictus generally makes available to Client which allows Authorized Users of Client to initiate a request to a Caller, delivered to the Caller's Mobile Device, for the transmission of Caller Data from such Caller via such Caller's Mobile Device to the Prepared Platform for viewing on the Call-Taker Console by Client's Authorized Users of such Caller Data received from such Caller, and, if the Client has subscribed to the applicable Paid Subscription Tier, on a Prepared Platform Extension that Invictus makes available as part of the Prepared Platform to Authorized Users of Client that are Emergency Responders of Client, and stored on the Prepared Platform regarding a pending emergency or emergency in progress that are transmitted by such Caller via a Caller Platform Extension, including to view a live stream of such threat or emergency from a Caller, in each case through use of a Caller Platform Extension via the Mobile Device of such Caller, on the Call-Taker Console, and, if the Client has subscribed to the applicable Paid Subscription Tier, on such Prepared Platform Extension, as part of the Prepared Platform.



“**Subscription Tier**” shall mean the applicable subscription plan to which Client has subscribed as set forth in the Order, and which limits the categories of Users that may access and use the Service and the Prepared Platform. The applicable subscription plans available from Invictus are a “Base Subscription Tier” and “Paid Subscription Tiers.”

“**Third Party**” shall mean a Person not a party to this Agreement.

“**Third Party Application**” shall mean any third-party software product, including any online application and offline software product, that is used by or as part of the Prepared Platform or any Caller Platform Extension.

“**Upgrade**” shall mean one or more materially new or different features or functionalities of the Service compared to a prior version of the Service in effect as of the Effective Date (as specified in the Order), including any new or additional content or software as part of any Caller Platform Extension.

2. Scope.

2.1. Implementation. Promptly following the Effective Date, Invictus shall use commercially reasonable efforts to implement the Service for use by Client's Authorized Users. Client shall provide reasonable cooperation and assistance in connection with such implementation. During this implementation period, Client shall make the Client Data available to Invictus, including by using the API provided by Invictus. Any delay by Client in providing data, documentation, information, access or resources as reasonably required by Invictus to implement the Service will give Invictus the right to extend such implementation period up to a period that is equivalent to the period of delay caused by Client.

2.2. Service. Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement and the End User License, commencing on the Launch Date, Invictus will use commercially reasonable efforts to make available to Client's Authorized Users the Service solely for the Permitted Uses during the Initial Subscription Period (as that period is set forth in the Order) and any Renewal Term.

2.3. Certain Limitations.

(a) Invictus shall have no obligation to provide the Service with respect to any Defective Client Data.

(b) Invictus shall have no obligation to provide the Service if (i) a User no longer qualifies as an Authorized User pursuant to **Section 3** hereof or has not accepted the applicable End User License; (ii) an Authorized User fails to initiate a request to a Caller for the transmission of Caller Data from such Caller to the Prepared Platform for viewing of such Caller Data by Client's Authorized Users received from such Caller; (iii) a Caller fails to respond to, or fails to take action in response to, a request from an Authorized User to transmit Caller Data or fails to use the Caller Platform Extension or fails to transmit Caller Data from such Caller's Mobile Device using the Caller Platform Extension; (iv) a Caller fails to operate the Caller Platform Extension in accordance with instructions provided by Invictus or displayed by the Caller Platform Extension or fails to accept the terms, conditions, or policies of Invictus with respect to the use of Caller Platform Extension and the transmission of Caller Data; (v) an Authorized User fails to operate the Call-Taker Console or, if applicable, a Prepared Platform Extension as part of the Prepared Platform in accordance with instructions provided by Invictus or displayed by the Call-Taker Console or, if applicable, the Prepared Platform Extension, or in accordance with the training provided by Invictus to such Authorized User; (vi) an

Authorized User has not been trained in the use of the Service or the use of the Call-Taker Console or the Prepared Platform; (vii) an Authorized User has not installed the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier; or (viii) Client has not complied with the Technical Requirements or has failed to update the Client Systems with any critical software updates as required under the Technical Requirements.

2.4. Access; Upgrades.

(a) Client's Authorized Users may only access the Service through the Call-Taker Console, or the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier, as part of the Prepared Platform made available by Invictus from Client Systems through the Internet. Client shall ensure that all such access to and use is limited to Client's Authorized Users. Client shall have responsibility for all such access and use by any Person. Client is responsible for the proper use of all Access Credentials, including verifying its Authorized Users and their access to and use of the use of the Prepared Platform via the Call-Taker Console and the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier.

(b) Client's Authorized Users may only access the Prepared Platform remotely through the Internet, either through the Call-Taker Console made available by Invictus as part of the Prepared Platform or, with Invictus' prior written consent, by connecting the Prepared Platform to Client Systems using an API made available by Invictus, or through the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier, and only for the Permitted Uses. Client shall ensure that all such access to and use is limited to Client's Authorized Users and through use of Client Systems. Client shall have responsibility for all such access and use by any Person, including by or through the Client Systems.

(c) Client's Authorized Users may only access the applicable Prepared Platform Extension as made available by Invictus as part of the Prepared Platform if the Client has subscribed to the applicable Paid Subscription Tier.

(d) Client is responsible for the proper use of all Access Credentials, including verifying its Authorized Users and their access to and use of the Prepared Platform as provided in **Section 2.4(b)** above.

(e) Client and its Authorized Users shall have no right to any Upgrades to the Service.

2.5. Service Initiation. Client acknowledges and agrees that Client's Authorized Users will need to input a Caller's mobile phone number to initiate a request to a Caller for the transmission of Caller Data from such Caller to the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on the Call-Taker Console (and the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier) as part of the Service. Client acknowledges and agrees that a Caller may not, at all or in a timely manner, transmit Caller Data to the Prepared Platform despite having received notification on their Mobile Device from the Prepared Platform of a request initiated by an Authorized User of Client to transmit Caller Data.

2.6. Service Availability.

(a) Subject to the terms and conditions of this Agreement, Invictus will use commercially reasonable efforts to make and keep the Service available to Client on a twenty-four (24) hour



per day basis during the Initial Subscription Period and any Renewal Term, provided that Client acknowledges and agrees that the Service may become unavailable as a result of any of the following exceptions (each, an “**Exception**”): (i) access to or use of the Service, or any use of Access Credentials, that does not strictly comply with this Agreement; (ii) any failure or unavailability of its Authorized User's Internet connectivity; (iii) a Force Majeure Event; (iv) any failure, interruption, outage or other problem with any Caller Platform Extension, the Prepared Platform or any component of any of the foregoing that was not developed by Invictus but that is used, directly or indirectly, by Invictus in performing the Service, including any Cloud Server, and any unscheduled maintenance of any of the foregoing as a result of such failure, interruption, outage or other problem; (v) any Scheduled Downtime (as defined below); or (vi) any disabling, suspension or termination of the Service pursuant to **Section 2.11** below.

(b) To the extent practicable, all planned unavailability of the Service, such as for maintenance or repair or updates of the Service or any part or component of any Invictus technology will be scheduled outside of regular hours of operations of Client, such as, e.g., in the late evening or during the night or on days that are not Business Days, (“**Scheduled Downtime**”).

(c) Invictus shall not be liable to Client for any unavailability of the Service resulting from any of the Exceptions described in this **Section 2.6**.

(d) In the event the Service is not available to Client and such unavailability is not due to any of the Exceptions, Client's sole remedy for such unavailability shall be for Invictus to use commercially reasonable efforts to correct such unavailability of the Service.

2.7. Technical Support.

(a) Invictus will, as part of the Service and at no additional charge to Client, provide Client with the following technical support services to Client and its Authorized Users in connection with the Service: Invictus will respond to Client's and its Authorized Users' technical support questions about the Service and the Prepared Platform and its operation via email and via telephone, provided that email shall be the preferred means of providing technical support, within the scope of its standard technical support services during the Hours of Coverage. Invictus shall have no obligation to provide any other technical support services to Client.

(b) Client will provide, and will ensure that its Authorized Users' provide Invictus with, the relevant information and documentation in its or their respective possession or under its or their respective control requested by Invictus to which Client's or its Authorized Users' technical support questions pertain.

(c) Invictus' sole liability and Client's sole remedy for any failure to provide technical support services shall be for Invictus to use the commercially reasonable efforts to correct such failure through further technical support services.

2.8. Training. Invictus will, at its election and as requested by Client, provide such training on site or remotely via video conference or via recorded instructions. Client shall ensure that all such Authorized Users will have participated in such training. Invictus will, at its election and as requested by Client, provide such training from time-to-time for new Authorized Users. Invictus shall have the right to require Client to pay Invictus' standard fees and reimburse its travel expenses for all training that Client may request, including during any Renewal Term.

Client will make available, at no charge to Invictus, facilities for any on-site training sessions or provide its Authorized Users access to computer and camera equipment and Internet connections and remote conferencing software to ensure that its Authorized Users can participate in such training by Invictus.

2.9. Changes. Invictus reserves the right, in its sole discretion, to make any changes or alterations to the Service, the Caller Platform Extensions and the Prepared Platform, that it deems necessary or useful to (i) maintain or enhance the quality or delivery of the Service to Client; (ii) comply with applicable law; or (iii) avoid or preempt any claims of infringement of a Third Party's Intellectual Property Rights.

2.10. Monitoring. Invictus may internally monitor and track Client's, each Authorized User's and any other User's access to and use of the Service and the Prepared Platform, including through the collection and analysis of usage data, such as the IP addresses of Users and through electronic tracking technology and all other lawful means. Invictus may also internally monitor and track each Caller's and any other user's access to and use of the Caller Platform Extension, including through the collection and analysis of usage data, such as the IP addresses of Callers and other users and through electronic tracking technology and all other lawful means

2.11. Suspension of the Service.

(a) Invictus may at any time suspend or block or otherwise deny Client's or any Authorized User's or any other User's or Person's access to or use of the Service, any Prepared Platform Extensions, or the Caller Platform Extensions, or Caller Data, without incurring any resulting liability, if: (i) Invictus believes in good faith that such a suspension is necessary to maintain the security or integrity of any Caller Platform Extension, Mobile Device of a Caller, or the Prepared Platform, including any applicable Prepared Platform Extension, or to prevent misuse of any of the foregoing by any Person, including Client or any Authorized User or other User; (ii) Client or Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Service or the Prepared Platform beyond the scope of the rights granted under this Agreement or the applicable End User License; (iii) Client or any Authorized User is, has been or is likely to be involved in any fraudulent or unlawful activities relating to the Service, the Caller Platform Extensions or the Prepared Platform; (iv) Invictus receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Invictus to do so; (v) Client has failed to pay any fee(s) to Invictus when due hereunder; (vi) Invictus reasonable believes that its continued performance of its obligations under this Agreement, including the performance by Invictus of the Service, becomes substantially more difficult or expensive, or impossible (without violating, or without incurring criminal penalties or civil liability under, the laws or regulations) under applicable laws or regulations or due to a substantive change in applicable laws or regulations after the Effective Date or infringes another Person's Intellectual Property Rights; or (vii) this Agreement expires or is terminated. This **Section 2.11** does not limit any of Invictus' other rights or remedies, whether at law, in equity or under this Agreement.

(b) Invictus shall not be liable for any failure to provide access to or use of the Service or any Prepared Platform Extension or any Caller Platform Extension or Caller Data during such suspension. Invictus will reinstate access to or operation of the Service once the basis for such suspension has dissipated in



Invictus' judgment, provided this Agreement has not already been terminated or expired.

2.12. Notice of Unauthorized Access. Client shall notify Invictus promptly if Client becomes aware of any unauthorized access to or use of any Caller Data, any Mobile Device of a Caller, or Caller Platform Extensions or the Prepared Platform, including any Prepared Platform Extension, by any Person.

2.13. Use of Subcontractors. Invictus may subcontract with any subcontractor for performance of the Service or any component or task thereof, provided that Invictus shall remain responsible for the performance of its obligations under this Agreement.

3. Users.

3.1. Authorized Users.

(a) Access to and use of the Service and the Prepared Platform and Caller Data shall be limited to the following adult employees of Client while they are in the employment of Client and not on administrative leave or suspension (each such individual, an "User"). If Client has subscribed to the Base Subscription Tier, Users shall be limited to (i) Users who are employed by Client only as Telecommunicators and (ii) Users who are employed as Emergency Responders by Client but only while they act as and perform only the services of a Telecommunicator from and in an emergency dispatch office, such as a public-safety answering point (PSAP), operated by or on behalf of Client which may communicate with a citizen caller or may send other Emergency Responders to respond to an impending threat to public safety, provided that Client shall ensure that the number of its Users employed as Telecommunicators (and Users who are employed as Emergency Responders by Client but only while they act as and perform only the services of a Telecommunicator from and in an emergency dispatch office) does not, at any time, exceed such maximum number of Telecommunicators as set forth in such Order.

(b) If Client has subscribed to a Paid Subscription Tier, access to and use of the Service and the Prepared Platform and Caller Data shall be limited to the following Users, all of whom who shall be employed by Client: The maximum number of Users employed by Client as Telecommunicators as set forth in the Order and the maximum number of Users employed by Client as Emergency Responders as set forth in the Order, and Client shall ensure that the number of its Users shall not, at any time, exceed such maximum number of Telecommunicators and Emergency Responders as set forth in such Order. If Client has subscribed to the applicable Paid Subscription Tier, Client's Authorized Users that are Emergency Responders may also access the Caller Data remotely through Prepared Platform Extensions, provided that Client shall ensure that the number of such Users that are Emergency Responders shall not, at any time, exceed such maximum number of Emergency Responders as set forth in such Order.

(c) Client shall elect to authorize which such Users under clause (a) or (b) above shall have access to and use of the Service and the Prepared Platform, including if applicable any Prepared Platform Extensions, (each User so authorized, an "Authorized User"), provided that Client shall ensure that such Authorized Users shall not exceed the applicable maximum number of such Users as set forth in such Order.

3.2. Emergency Responders. Client acknowledges and agrees that pursuant to **Section 3.1(a)**, if Client has subscribed to the Base Subscription Tier, Users shall not include Emergency Responders (except to the extent they perform services as Telecommunicators as further provided in **Section 3.1(a)**).

3.3. Termination of Authorized User Status. All access to and use of the Service and the Prepared Platform and Caller Data by an Authorized User shall automatically cease, and any such individual shall no longer be deemed an Authorized User, if such individual is no longer a User or Client has notified Invictus that such individual is no longer an Authorized User, including by delivering updated Client Data to Invictus. Invictus will make the Service available only for use by the maximum number of Authorized Users as set forth in the Order. Client may reduce the number of such Authorized Users by giving written notice to Client. Any such reduction shall not entitle Client to any refund or recovery of any subscription fees or other fees paid by Client.

4. Feedback. Invictus may request Feedback from Client or Authorized Users regarding the Service during the Term. Upon such reasonable request by Invictus, Client will, and will cause its Authorized Users to, use good faith efforts to provide Feedback regarding the Service or the Caller Platform Extensions, based upon the uses and user experience of Client and such Authorized Users.

5. Fees and Charges.

5.1. Implementation Fee. Client shall pay to Invictus the Implementation Fee, if any, in the amount set forth in the Order (the "Implementation Fee"). For clarity, if Client has subscribed to the Base Subscription Tier, no Implementation Fee shall be due and payable by Client.

5.2. Subscription Fees. Client shall pay to Invictus (i) the subscription fee, if any, in the amount as set forth in the Order for each consecutive twelve-month period during the Initial Subscription Period and (ii) the subscription fee as set forth in the Order for each Renewal Term thereafter which may be increased as provided in **Section 5.5** below. For clarity, if Client has subscribed to the Base Subscription Tier, no subscription fee shall be due and payable by Client.

5.3. Paid Subscription Tier. If Client elects to subscribe to a Paid Subscription Tier, including by executing a new Order for such Paid Subscription Tier, Client shall pay (i) the subscription fee, if any, in the amount as set forth in the Order for such Paid Subscription Tier for each consecutive twelve month period during the Initial Subscription Period and the subscription fee as set forth on such Order for each Renewal Term thereafter which may be increased as provided in **Section 5.5** below or (ii) the subscription fee at the then applicable list prices of Invictus for such Paid Subscription Tier under Invictus' then applicable pricing policy for each consecutive twelve month period during the Initial Subscription Period and for each Renewal Term thereafter which may be increased as provided in **Section 5.5** below.

5.4. Additional Fees and Services. Any other services, other than the Service, to be performed or provided by Invictus shall require payment by Client to Invictus of the service, subscription and other fees at Invictus' then applicable list prices and subject to Invictus' then applicable pricing policy except as otherwise expressly agreed to by both Invictus and Client. Without limiting the generality of the foregoing, Client shall pay the additional fees, if any, set forth in the Order for the services



to be provided by Invictus as specified in the Order and any applicable Appendix.

5.5. Increases. Invictus may, in its discretion, increase the subscription fee for any Renewal Term by giving notice of such increase to Client no less than ninety (90) days prior to the start of such Renewal Term. If Invictus does not give timely notice of such increase, the subscription fee shall not be increased for such Renewal Term, and Client shall, subject to the provisions of **Section 5.3** above, continue to pay the applicable subscription fee, if any, for such Renewal Term, in the same amounts that Client paid during the immediately preceding term.

5.6. Due Dates. Client shall pay all fees, amounts and taxes or assessments due hereunder to Invictus within twenty (20) calendar days after the date of the corresponding invoice from Invictus delivered to Client. Delivery of any such invoice may be made to Client by mail, courier, delivery service (such as FedEx), e-mail or electronic delivery. Payment by Client shall be made by check made payable to the order of Invictus and sent to Invictus or by bank wire transfer into a bank account specified by Invictus in writing. Invictus may issue an invoice to Client for the Implementation Fee on or after the Effective Date. Invictus may issue an invoice to Client for the subscription fee for the entire Initial Subscription Period on or after the Effective Date. Invictus may issue an invoice to Client for the subscription fee for any Renewal Term on or after the start of such Renewal Term. Invictus may issue an invoice to Client for any additional services on or after the date specified in the Order and any applicable Appendix with respect to such addition services.

5.7. Late Payment. If Client fails to make any payment when due then, in addition to all other remedies that may be available to Invictus:

(i) Invictus may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;

(ii) Client shall reimburse Invictus for all reasonable costs incurred by Invictus in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

(iii) if such failure continues for twenty (20) days, Invictus may suspend performance of the Service until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other Person by reason of such suspension.

5.8. Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use, value-added, privilege and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority, now in force or enacted in the future, on any amounts payable by Client hereunder, other than any taxes imposed on Invictus' income. Invictus may invoice Client for any such taxes and assessments, which Client shall pay. Invictus will remit any payments from Client for such taxes and assessments made on any such invoice directly to the appropriate taxing authorities. If Client is exempt from the payment of such taxes or other assessments, Client shall provide Invictus with documentary proof of such exemption issued by the appropriate taxing authority. Client is responsible for obtaining and providing to Invictus any such certificate or other documentary proof of such exemption.

5.9. No Set-Offs. All amounts payable to Invictus under this Agreement shall be paid by Client to Invictus in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason. All fees paid by Client are not refundable.

6. License and Restrictions.

6.1. Client Licenses.

(a) Subject to and conditioned on Client's and its Authorized Users' compliance with and performance of all terms and conditions of this Agreement and the End User License, Invictus hereby grants Client the personal, non-exclusive, non-transferable, non-sublicensable license under the Intellectual Property Rights of Invictus to use the Prepared Platform during the Initial Subscription Period and any Renewal Term and only in strict compliance with the Permitted Uses and subject to the restrictions and other limitations set forth in this Agreement and the End User License and only by and through Client's Authorized Users.

(b) Subject to and conditioned on Client's and its Authorized Users' compliance with and performance of all terms and conditions of this Agreement and the End User License, Invictus hereby grants Client the personal, non-exclusive, non-transferable, royalty-free worldwide license under the Intellectual Property Rights of Invictus to use, host, store, view, perform or display (whether to the public or otherwise), copy, reproduce, modify, and create derivative works of the Caller Data transmitted or made available to Client's Authorized Users hereunder during the Term, including without limitation to make such Caller Data available to any third party for purposes of complying with requests for disclosure of Caller Data under the Freedom of Information Act (FOIA) or other similar federal or state laws or regulations or as otherwise required by applicable law, regulation or court order, during the Initial Subscription Period and any Renewal Term and thereafter. The license granted to Client under this **Section 6.1(b)** shall survive the termination or expiration of this Agreement, provided only that notwithstanding any other provision hereof, such license granted to Client pursuant to this **Section 6.1(b)** shall terminate with respect to specific Caller Data if and only to the extent Invictus no longer holds a license to such specific Caller Data and Invictus gives written notice of such license termination. For clarity, any such termination shall not terminate Client's license under this **Section 6.1(b)** with respect to any other Caller Data.

6.2. Reservation of Rights. All rights not expressly granted to Client are reserved by Invictus and its licensors. Nothing in this Agreement grants any right, title or interest in or to any Intellectual Property Rights in or relating to the Caller Platform Extensions and the Prepared Platform or any Caller Data, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Caller Platform Extensions and the Prepared Platform and all Caller Data shall remain with Invictus and its licensors.

6.3. Limitations and Restrictions.

(a) Client shall use, and shall ensure that its Authorized Users use, the Service and the Prepared Platform and any Caller Data only for the Permitted Uses and as authorized in **Section 6.1**.

(b) Client shall not offer for sale, distribute, or sell the Service or the Prepared Platform. Client shall not, and shall not permit any other Person to, modify, or create improvements, derivative works or transformative works of or based upon any



Prepared Platform or any part or feature thereof.

(c) Client shall not, and shall not permit any Person, to bypass or breach any security or protection used for the Prepared Platform or the Caller Platform Extension to prevent unauthorized access to Caller Data or software, algorithms, data, information or functionalities or features of the Caller Platform Extension or the Prepared Platform. Client shall not, and shall not permit any other Person to, gain (or attempt to gain) any access to the Prepared Platform or Caller Data, or bypass or breach any security device or protection used for the Caller Platform Extension or the Prepared Platform, in order to access to Caller Data or other data or information or functionalities or features of the Caller Platform Extension or the Prepared Platform, that Client and its Authorized Users shall not have access to through normal access or use of the Service and the Prepared Platform.

(d) Client shall not, and shall not permit any other Person to, decompile any object code of, or reverse engineer, disassemble, decode, discover, reconstruct, adapt, translate or otherwise derive or gain access to any source code of any software that is part of the Caller Platform Extension or the Prepared Platform, the structure, sequence or organization of such source code or any algorithm, method, process, workflow or model that is part of the Caller Platform Extension or the Prepared Platform or used in developing or performing the Service, in whole or in part, or attempt to do any of the foregoing.

(e) Client shall not, and shall not permit any other Person to, access or use the Caller Platform Extension or the Prepared Platform in order to

(1) build any product or service that is similar to the Service or the Caller Platform Extension or the Prepared Platform, including any Prepared Platform Extension, or that uses similar features or functions, content, or graphics as those of or used by or for the Service or the Caller Platform Extension or the Prepared Platform, or in order to copy or imitate any feature or functionality of the Service or Caller Platform Extension or the Prepared Platform, whether or not intended to compete with the Service, or

(2) engage in systematic retrieval of any data or content from the Caller Platform Extension or the Prepared Platform.

(f) Client shall not, and shall not permit any other Person to, (i) input, upload, transmit or otherwise provide to or through the submission of any Client Data or through access to or use of the Prepared Platform any Harmful Code, (ii) access, use, or copy any portion of the Caller Platform Extension or the Prepared Platform through the use of bots, spiders, crawlers, indexing agents, or other automated programs, means, algorithms, software, devices, or mechanisms (collectively, "**Bots**"), (iii) use any Bots or any similar or equivalent manual process to systematically and/or automatically search, scrape, extract, index, or create abstracts of, the Caller Platform Extension or the Prepared Platform, (iv) create any denial of service with respect to the Service, (v) falsify, modify, manipulate, or obscure any data or other content of the Caller Platform Extension or the Prepared Platform, or (vi) discover, or attempt to discover, any usage by any Caller or any other Person of the Caller Platform Extension or any usage by any Person of the Prepared Platform or any service provided by Invictus, including any queries or usage or reports or output or other query results.

(g) Client shall not, and shall not permit any other Person to, remove, delete, alter or obscure any source identification, product identification, ownership identification, disclaimers, or copyright, trademark, patent or other intellectual property or proprietary rights notices or markings contained in, displayed by, or provided with the Service or the Prepared Platform.

(h) Client shall not, and shall not permit any other Person to, access, observe, or use the Prepared Platform or the Service for purposes of competitive analysis of the availability, performance or functionality of the Service, the Caller Platform Extension, or the Prepared Platform, or for any other benchmarking and shall not disclose or publicize the results of any such analysis or benchmarking.

(i) Client shall not, and shall not permit any other Person to, access or use the Service or the Caller Platform Extension or the Prepared Platform or any Caller Data in any manner or for any purpose that violates any applicable law or regulation.

(j) Client shall not, and shall not permit any other Person to, damage, destroy, disrupt, disable, impair, interfere with or otherwise harm the Caller Platform Extension or the Prepared Platform or any Caller Data.

(k) Client shall not, and shall not permit any other Person to, copy or use the design, including the layout, organization, color scheme, and graphics of the Caller Platform Extension or the Prepared Platform.

(l) Client shall not, and shall not permit any other Person to, access, use, give access to or use of the Caller Platform Extension or the Prepared Platform or any Caller Data in connection with any time-sharing, service bureau, software as a service, cloud service, or data processing service arrangements.

(m) Client shall not, and shall not permit any other Person to, gain (or attempt to gain) any access to the Prepared Platform, or bypass or breach any security device or protection used for the Caller Platform Extension or the Prepared Platform or the Caller Data, in order to gain access to data or information or functionalities or features of the Caller Platform Extension or the Prepared Platform or any Caller Data, that Client and its Authorized Users shall not have access to through normal access or use of the Service from the Call-Taker Console, or the applicable Prepared Platform Extension if the Client has subscribed to the applicable Paid Subscription Tier, as part of the Prepared Platform.

(n) Client shall not, and shall not permit any other Person to, access or use or store any Caller Data except as authorized in this Agreement. Client shall not, and shall ensure that its Users shall not, download, store, or transfer, any Caller Data from the Prepared Platform or any Cloud Servers, except as authorized in this Agreement. If Client has subscribed to the Base Subscription Tier, Client may not transfer or make available or accessible any audiovisual Caller Data to any Emergency Responder via the Prepared Platform. If Client has subscribed to a Paid Subscription Tier, Client may transfer or make available or accessible any audiovisual Caller Data to Emergency Responders that are Authorized Users via the Prepared Platform as further provided in and limited by this Agreement.

6.4. Use of APIs. Client shall use only the APIs provided by Invictus for automated submission of Client Data to the Prepared Platform.



6.5. Limited Client License. Client hereby grants to Invictus and its subcontractors and their respective successors and assigns, a royalty-free, fully-paid, non-exclusive, sublicensable and transferable worldwide right and license to use, reproduce, modify, adapt, and create derivative and transformative works of any Client Data submitted by Client solely for purposes of (i) providing and performing the Service and otherwise performing this Agreement, including storing any such Client Data as provided in this Agreement, and (ii) monitoring compliance of this Agreement by Client and its Authorized Users, and (iii) researching, developing, and improving the Service and the Caller Platform Extension and the Prepared Platform and other products and services of Invictus.

7. Certain Client Obligations and Responsibilities.

7.1. No Export. Client shall not export or authorize or allow the export of the Prepared Platform. Client shall not engage in any transaction that gives reason to suspect that the Prepared Platform will be exported or diverted in violation of any applicable laws (including without limitation based upon such factors as suspect customers, abnormal transaction circumstances, or other “red flag” indicators).

7.2. Technical Requirements. Client and its Authorized Users are responsible for procuring necessary hardware, software, communications facilities and Internet connection, together with the requisite licenses, to satisfy the technical requirements for Client to access and operate the Prepared Platform from the Client Systems (the “**Technical Requirements**”).

7.3. Corrective Action and Notice. If Client becomes aware of any actual or threatened activity outside the Permitted Uses or that are prohibited by **Sections 6.3 or 6.4** hereof, Client shall, and shall cause its Authorized Users to, immediately: (i) take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects; and (ii) notify Invictus of any such actual or threatened activity.

7.4. Errors. Client shall use commercially reasonable efforts to promptly notify Invictus of any errors or defects in the Service or the Caller Platform Extension or the Prepared Platform of which Client becomes aware.

8. Data.

8.1. Backups. The Service does not replace the need for Client to maintain regular data backups or redundant data archives of Client Data and Caller Data. Invictus HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, DESTRUCTION, DAMAGE, OR CORRUPTION OF ANY CLIENT DATA OR ANY CALLER DATA.

8.2. Storage and Use of Client Data. Client agrees that Client Data may be uploaded and copied to and stored on the Prepared Platform, including on any Cloud Servers, only in connection with Invictus’ performance of the Service. Invictus may, subject to the provisions of **Section 9** below, copy and store the Client Data, or copies thereof, in backup storage systems that are part of the Prepared Technology Platform during the term of this Agreement and for a period of up to ten (10) years following the expiration or termination of this Agreement or such longer period as may be required by applicable law. Invictus shall have no obligation to store Client Data or Caller Data after the expiration or earlier termination of this Agreement. Invictus may use, copy and reproduce the Client Data to process the Client Data in order to provide the Service.

9. Security.

9.1. Security by Invictus. Invictus will take reasonable precautions to protect the security of the Prepared Platform from unauthorized access, use misuse or deactivation by an unauthorized Third Party of the Service and any unauthorized access to or use any Client Data delivered to Invictus, provided that Invictus shall not be responsible for any such unauthorized access, use misuse or deactivation as a result of any action or inaction of any Third Party hosting provider with respect to any Cloud Servers on which any Client Data are stored and that Invictus may disclose any Client Data if compelled by a court. Invictus will take reasonable measures to prevent such access or use of Client Data by the employees and contractors of Invictus except (i) to provide the Service and the technical support hereof, and to prevent or address Service or technical errors or problems, (ii) determine whether any file containing Client Data is or contains Defective Client Data, (iii) as compelled by law or a court, or (iv) as otherwise expressly permitted in this Agreement or by Client in writing.

9.2. Security by Client. Client shall maintain reasonable security measures to safeguard the Prepared Platform and Caller Data from unauthorized access or use or misuse or deactivation by any other Person, including by using only secure connections and secure Client Systems and maintaining the confidentiality of Access Credentials and not allowing any other Person, other than Client’s Authorized Users, to use any Access Credentials (whether on Client’s behalf or otherwise). Client shall notify Invictus promptly upon becoming aware of any unauthorized disclosure, access to, use, or misuse of any Access Credentials. Client shall employ all reasonable physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (i) securely administer the distribution to and use by its Authorized Users of all Access Credentials and (ii) protect against any unauthorized access to or use or misuse of the Prepared Platform or any Caller Data.

9.3. Client Control and Responsibility. Client retains sole responsibility for (i) the Client Systems, (ii) the security and use of Client’s and its Authorized Users’ Access Credentials, and (iii) all access of the Prepared Platform and Caller Data, directly or indirectly, by or through its Authorized Users’ Access Credentials, with or without Client’s knowledge or consent. Client shall ensure that its Authorized Users protect their Access Credentials and not make them available to any other Person.

10. Branding and Communications; Marketing.

10.1. Invictus Marks. Client is not granted any right to, and shall not, use, directly or indirectly, in whole or in part, any Invictus Marks, except as may be specifically authorized by Invictus in writing prior to such use. Client shall not, without the prior written consent of Invictus, use or attempt to register any logo, mark or name that is likely to be similar to or confused with any Invictus Mark. All goodwill resulting from the use of the Invictus Marks will inure solely to Invictus.

10.2. Reference Customer. Upon request by Invictus, Client may act as a reference customer of Invictus with respect to the Service, including by responding to reasonable inquiries from prospective customers of Invictus, provided that (i) acting as a reference customer shall not result in any unreasonable disruption to Client’s business and operations, and (ii) Client shall not incur any expenses in connection with acting as a reference customer for Invictus. Invictus shall not compensate Client for acting as a reference customer for Invictus.



10.3. Press Release. At the request of Invictus, the parties shall issue a joint media release announcing the transaction set forth in this Agreement without disclosing the financial terms set forth in this Agreement within sixty (60) days following such request.

10.4. Other Publicity. Invictus may identify Client as a customer of Invictus on the website of Invictus and in electronic, online and printed marketing materials of Invictus and in future press releases of Invictus, including by using and displaying the business name and logo of Client for that purpose.

10.5. Statements to Third Parties. Client shall make or give no representations, warranties or undertakings, whether orally, electronically or in writing, with respect to, the Service or Invictus or the Caller Platform Extension or the Prepared Platform or any part thereof to any Third Party, except as expressly authorized in writing by Invictus.

10.6. Dissemination of Promotional or Educational Information. All informational, educational, instructional, safety, practice, and promotional materials, documents, literature, forms, or instructions to be used, distributed, disseminated or published by Client, whether in written or electronic form and whether to any User or any Third Party, including without limitation any employee or staff of Client, or any Emergency Responders that relate to the Service or the Prepared Platform or the Caller Platform Extension or Invictus shall be subject to review and written approval by Invictus prior to any such publication, dissemination or distribution, provided that any such use shall in no event extend beyond the Term.

11. Intellectual Property Rights.

11.1. Invictus IP.

(a) Invictus is the distributor of the Service and the licensor of the Prepared Platform and the Caller Platform Extensions. All right, title and interest in and to Caller Platform Extensions and the Prepared Platform and all Caller Data, including all Intellectual Property Rights in any of the foregoing, are and shall remain with Invictus and its licensors, if any, including all applicable rights to: (i) copyrights, including all rights incident to copyright ownership, such as all rights of publication, registration, copying and rights to create derivative works; (ii) utility and design patents and patent applications; and (iii) trade secrets.

(b) Nothing in this Agreement grants, or shall be construed as granting, to Client any ownership rights or Intellectual Property Rights in or to any Caller Platform Extension or the Prepared Platform, or any part thereof, or any Caller Data to Client, whether by assignment, contract or otherwise, including without limitation to any trade secret, or to any invention, copyright, patent application or patent or any other Intellectual Property Right that has been created or developed or that has issued or that may issue or may be created or developed during the Term. Client has no right, license or authorization with respect to any Caller Platform Extension or the Prepared Platform or any Caller Data, except as expressly set forth in **Section 6.1** above, in each case subject to **Sections 6.1, 6.3 and 6.4** and **9.2** above. Access to and use of the Prepared Platform and Caller Data does not in any way grant Client or any User or other Person any Intellectual Property Rights to, or any license or right to use, the Prepared Platform or any Caller Data for any purpose, except for the limited license granted in **Section 6.1** above, in each case subject to **Sections 6.1, 6.3, 6.4** and **9.2** above. All other rights in and to the Prepared Platform and Caller Data, are expressly reserved by Invictus and its licensors.

11.2. Value in Invictus IP. Client acknowledges and agrees that the Caller Platform Extension, including all of its software, features, functionalities, graphics, designs and graphical user interface, and the Prepared Platform are commercially valuable assets of Invictus, the development of which required the investment of substantial time, effort and cost by Invictus. Client further acknowledges and agrees that the Caller Platform Extension, including all of its software, features, functionalities, graphics, designs and graphical user interface, and the Prepared Platform and all Caller Data are protected by the Intellectual Property Rights held by Invictus and its licensors.

11.3. Feedback. Client or any of its Authorized Users may provide suggestions, ideas, inventions, innovations, improvements, enhancements, feedback, recommendations or other information to Invictus with respect to the Service or the Caller Platform Extension or the Prepared Platform in whatever form, whether or not patentable or copyrightable or made or conceived solely or jointly with others (collectively, "**Feedback**"). Invictus may use Feedback for any purpose without obligation of any kind, and Client acknowledges and agrees, also on behalf of each Authorized User, that such Feedback, and all Intellectual Property Rights with respect thereto, shall become the sole property of Invictus, and Client, also on behalf of each Authorized User, hereby transfers and assigns exclusively to Invictus all right, title and interest in and to the Feedback and any and all related Intellectual Property Rights in the United States of America and all other countries and jurisdictions and appoints any officer of Invictus as his, her or its duly authorized agent to execute, file, prosecute and protect the same before any patent or copyright office or government or government agency. Upon request of Invictus, and without further compensation, Client shall, and shall cause its Authorized Users to, execute such further assignments, documents and other instruments as may be necessary or desirable to fully, exclusively and completely assign all Feedback to Invictus worldwide and to assist Invictus in applying for, obtaining and enforcing patents, copyrights, or other Intellectual Property Rights in any jurisdiction with respect to any Feedback. Client agrees that the obligations and undertakings stated in this **Section 11.3** shall continue beyond the termination of this Agreement. Client shall, and shall cause its Authorized Users to, keep such Feedback confidential and to disclose it only to Invictus.

12. Confidentiality. Invictus shall maintain the confidentiality of all Client Data provided by Client except as necessary for Invictus to perform the Service or its obligations under this Agreement or except as provided by applicable law or regulation or order of a court or government authority.

13. Term and Termination.

13.1. Term and Launch. This Agreement shall become effective upon the Effective Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, this Agreement will remain in full force and effect until the end of the Initial Subscription Period as set forth in the Order ("**Term**") and shall expire at the end of the Initial Subscription Period, unless renewed pursuant to the provisions of **Section 13.2** below.

13.2. Renewal. The Term of this Agreement shall automatically renew for successive twelve (12) month periods, unless either party gives written notice to the other party of its intention not to renew this Agreement at least thirty (30) days prior to the end of the then current term (each, such 12-month renewal period, a "**Renewal Term**").



13.3. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

(a) Invictus may terminate this Agreement, effective on written notice to Client, if (i) Client fails to pay any amount, if any, when due under this Agreement and such failure continues more than 15 days after Invictus' delivery of written notice thereof or (ii) Client breaches any of its obligations under **Sections 2.2, 6.3, 6.4, 9.2, or 11**, above.

(b) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

(c) Invictus may terminate this Agreement, effective on written notice to Client, if Invictus reasonably believes that any applicable law or regulation, or any ruling, order, decision or action of a governmental agency or court, including as may be amended or enacted or applied during the Term, prohibits or prevents Invictus from providing the Service or from complying with this Agreement, or the provision or performance by Invictus of the Service or any Caller Data becomes significantly more difficult or expensive, or impossible without violating, or without incurring criminal penalties or civil or administrative liability under, the applicable law or regulation;

(d) If the Order permits Client to terminate the Service early, Client may unilaterally terminate this Agreement by giving written notice to Invictus of such termination, in which case no further payments shall be due to Invictus and this Agreement shall terminate upon expiration of the applicable notice period set forth in the Order.

13.4. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement and in addition to the other provisions of this Agreement applicable to its expiration or termination:

(a) all rights, licenses, consents and authorizations granted by Invictus to Client hereunder will immediately terminate and Invictus will cease providing the Service or making the Caller Data available effective immediately upon such expiration or termination, regardless of the cause of any such termination or expiration;

(b) such expiration or termination for any cause will not release any party hereto from any liability which at the time of expiration or termination has already accrued to the other party or which thereafter may accrue in respect of any act or omission prior to the expiration or termination, nor shall such expiration or termination affect in any way the survival of any right, duty or obligation of either party hereto which is expressly stated elsewhere in this Agreement to survive such expiration or termination; and

(c) such termination or expiration shall not affect any other remedy that a party may have at law or in equity.

13.5. Surviving Terms. The provisions in the following sections hereof and any other right or obligation of the parties in this Agreement that, by the nature of such provision, should survive termination or expiration of this Agreement will survive any expiration or termination of this Agreement, subject to any time limitations, if any, in such provisions: **Sections 1, 6.1(b), 6.3, 6.5, 7.1, 9.1, 9.2, 11, 12, 13.4, 13.5, 15, 16, and 17** hereof.

14. Representations and Warranties; Disclaimers.

14.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) the execution of this Agreement by its representative(s) has been duly authorized by all necessary corporate or organizational action of such party; and (iii) such party will not deliver or make available Harmful Code to the other party, including as part of any files or data or content delivered to the other party.

14.2. Additional Client Representation, Warranty and Covenant. Client represents and warrants that Client has and will have the necessary rights, permissions, licenses and consents in and relating to the Client Data as provided in this Agreement and to grant the license as set forth in **Section 6.5** above.

14.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN **SECTION 14.1** ABOVE, THE SERVICE AND THE CALLER PLATFORM EXTENSION AND THE PREPARED PLATFORM ARE PROVIDED, OPERATED AND MADE AVAILABLE "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, INVICTUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND INVICTUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND INDUSTRY CERTIFICATIONS, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, INVICTUS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE OR THE CALLER PLATFORM EXTENSION OR THE PREPARED PLATFORM, INCLUDING WITHOUT LIMITATION ANY PREPARED PLATFORM EXTENSIONS, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE SECURE, ERROR-FREE, ACCURATE, CURRENT, OR COMPLETE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, INVICTUS SHALL HAVE NO OBLIGATION TO CORRECT, AND HEREBY DISCLAIMS ALL LIABILITY WITH RESPECT TO, ANY KNOWN ERRORS OR DEFICIENCIES OR "BUGS" OF THE CALLER PLATFORM EXTENSION AND THE PREPARED PLATFORM, INCLUDING AS MAY BE DISCLOSED TO CLIENT. ALL THIRD PARTY SERVICES, THIRD PARTY APPLICATIONS, INCLUDING AS USED IN PROVIDING THE SERVICE, ARE USED OR PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. INVICTUS DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES OR LOSSES CAUSED BY ANY THIRD PARTY SERVICE OR THIRD PARTY APPLICATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INVICTUS OR ITS REPRESENTATIVES SHALL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF INVICTUS' OBLIGATIONS OR LIABILITY UNDER OR WITH RESPECT TO THIS AGREEMENT.

14.4. No Warranties, Representations or Covenants to Others. Invictus' warranties and representations, covenants and obligations under this Agreement are to Client only and not to any other Person. This Agreement shall not



create any obligation or liability by Invictus whatsoever to any Person other than to Client. There are no third-party beneficiaries, intended or otherwise, with respect to this Agreement or any of the obligations of Invictus under or with respect to this Agreement.

15. Limitations of Liability; Additional Disclaimers.

15.1. Limitation of Liability.

(a) NEITHER INVICTUS NOR ANY OF ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS SHALL HAVE LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, ENHANCED, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR STATUTORY DAMAGES, OR ANY MULTIPLES OF DIRECT DAMAGES, UNDER ANY LEGAL THEORY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, OR WARRANTY, WITH RESPECT TO OBLIGATIONS UNDER THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE.

(b) THE EXCLUSIONS OF A PERSON'S LIABILITY SET FORTH IN THIS **SECTION 15.1** ABOVE APPLY REGARDLESS OF WHETHER SUCH PERSON WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF INVICTUS, ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR OTHERWISE, TO CLIENT OR ANY USER OR ANY OTHER PERSON EXCEED THE GREATER OF \$1,000 AND THE TOTAL OF THE AMOUNTS PAID TO INVICTUS UNDER THIS AGREEMENT IN THE TWENTY-FOUR MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OF, OR CLAIMS AGAINST, INVICTUS, ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS. THE FOREGOING LIMITATIONS APPLY EVEN IF THE CLIENT'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

(d) The parties acknowledge that each of them relied upon the inclusion of the limitations and exclusions set forth in this **Section 15** in consideration of entering into this Agreement.

15.2. Certain Limitations Regarding the Service.

Client acknowledges and agrees that Service and the Caller Platform Extension are not intended or designed to, and may not, prevent or stop any impending threat to, or emergency or improve Client's response to any such threat or emergency. Client acknowledges and agrees that the Service and the Caller Platform Extension (i) may not reduce the response time by any Emergency Responders to any impending threat or any emergency or (ii) result in a more effective response to any such impending threat or such emergency or (iii) cause any Emergency Responder to respond to any such impending threat or such emergency. Client shall not replace any existing emergency communications system with the Service. Client acknowledges and agrees that the Service does not replace best

practices by Client in communicating or managing an impending or on-going threat or an emergency. Client shall ensure that each Authorized User is properly trained and prepared to respond to an impending threat or any emergency. Invictus shall have no liability if a Caller triggers a notification or report of an impending threat or an emergency through use of a Caller Platform Extension even though there is no such threat or emergency. INVICTUS ASSUMES NO LIABILITY, WARRANTY, OR RESPONSIBILITY WHATSOEVER TO CLIENT, ANY USER OR ANY OTHER PERSON WITH RESPECT TO (i) ANY OF THE FAILURES, UNAVAILABILITY, DEFICIENCIES, INACTIONS OR ACTIONS OF THE SERVICE OR THE PREPARED PLATFORM OR THE CALLER PLATFORM EXTENSION, OR (ii) ANY CONCLUSIONS, INTERPRETATION, DECISIONS OR ACTIONS BASED ON THE USE OF THE SERVICE OR THE CALLER PLATFORM EXTENSION OR ANY CALLER DATA BY CLIENT OR BY ANY OTHER PERSON, INCLUDING IN CONNECTION WITH ANY IMPENDING OR PERCEIVED THREAT OR ANY EMERGENCY.

15.3. Implementation. Client acknowledges and agrees that the Service will not be available during the implementation period as provided in **Section 2.1**. INVICTUS SHALL HAVE NO LIABILITY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR OTHERWISE TO CLIENT OR ANY USER OR ANY OTHER PERSON WITH RESPECT TO THE UNAVAILABILITY OR FAILURE OF THE SERVICE OR THE CALLER PLATFORM EXTENSIONS OR THE PREPARED PLATFORM DURING SUCH IMPLEMENTATION PERIOD.

15.4. Third Party Applications; Third Party Services. The Service uses the services of Third Parties ("**Third Party Services**"), and the Prepared Platform contains Third Party Applications and utilizes Cloud Servers. Invictus does not control such Third Party Services and Third Party Applications and such Cloud Servers. Invictus shall not be responsible or liable to Client or any Authorized User or other User or any other Person for the failure, non-performances or unavailability, faulty service or errors of any such Third Party Services or Third Party Applications or Cloud Servers. Invictus makes no warranties with respect to any Third Party Services or Third Party Applications or any Cloud Servers, their performance, availability or accuracy.

15.5. Internet Delays; Cloud Server Provider. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC OR CELLULAR COMMUNICATIONS. INVICTUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE OR LOSS RESULTING FROM SUCH PROBLEMS OR THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET. INVICTUS DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES OR LOSSES CAUSED BY ANY THIRD PARTY PROVIDER OF ANY CLOUD SERVER.

15.6. No Screening of Data. Client is solely responsible for the accuracy, completeness and truthfulness of any data or information that is submitted or provided to Invictus by its Authorized Users and for ensuring that Client has the necessary rights to submit such Client Data for use by Invictus as provided in this Agreement. Invictus will not, and shall have no obligation to, screen or filter any Caller Data. Client



acknowledges and agrees that a Caller may not transmit any Caller Data despite requested to do so and any Caller Data transmitted by Caller may contain inaccurate or false Caller Data and may contain offensive or disturbing Caller Data. Client acknowledges that Invictus has no control over the Caller Data transmitted by a Caller and made available to Client's Authorized Users from the Prepared Platform. INVICTUS DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY AND ALL CALLER DATA.

16. Governing Law; Jurisdiction.

16.1. Law Governing Agreement. This Agreement and its formation, validity, interpretation, construction, performance, termination, and enforcement shall be governed by the internal laws of the State in which the Client is domiciled without giving effect to choice-of-law rules that may direct or permit the application of the laws of another jurisdiction.

16.2. Exclusive Jurisdiction. Each party stipulates and agrees that any dispute or proceeding arising under or related to this Agreement or the transactions or rights and restrictions set forth herein shall be subject to the exclusive jurisdiction of the state courts located in the State in which the Client has its domicile or the U.S. District Court for the District in which the Client has its domicile to the extent such U.S. District Court has independent subject matter jurisdiction without reference to this provision, and the respective court of appeals. Each party submits and consents to the exclusive jurisdiction and proper venue of such courts.

16.3. Waiver of Right to Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES (ALSO ON BEHALF OF ITS AFFILIATES), AND EACH PARTY SHALL CAUSE ITS AFFILIATES TO WAIVE, ANY AND ALL RIGHTS ANY OF THEM MAY HAVE, NOW OR IN THE FUTURE, TO HAVE ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THEM, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR RELATED THERETO, INCLUDING WITHOUT LIMITATION ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT OR STATUTORY VIOLATION, BE HEARD OR DECIDED BY A JURY IN A TRIAL.

17. Miscellaneous.

17.1. No Authority. No party shall have any authority to assume, incur or create any liability or obligation on behalf of or in the name of the other party or to contract for or bind the other party in any way.

17.2. Independent Contractors. The relationship between the parties is that of independent contractors. Each party shall act as an independent contractor and not as a partner, joint venturer or agent of the other party. This Agreement shall not establish or be construed as establishing an agency, joint venture, or employer/employee relationship between Client and Invictus or that of a partnership.

17.3. Entire Agreement; Modifications. This Agreement, together with the Appendices hereto and the End User License, contains the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede and merge all prior and contemporaneous communications, agreements, understandings, undertakings and obligations with respect to the subject matter hereof, whether oral or written, unless the parties have entered into a separate definitive written agreement with respect to the subject matter

hereof which has been signed by the authorized representative(s) of each party. No modification of this Agreement, or any Appendix hereto, shall be binding on either party unless it is in writing and signed by both parties. No quote, order, or similar document shall modify the terms of this Agreement even if accepted by the receiving party. In the event of any conflict or inconsistency between the Order and these Standard Terms or any Appendix or Exhibit to the Order to these Standard Terms, the terms and conditions of the Order shall prevail. In the event of any conflict or inconsistency between the Special Terms, if any, attached to the Order and these Standard Terms, the terms and conditions of such Special Terms shall prevail. Notwithstanding the foregoing, the Agreement does not supersede or replace the any confidentiality or non-disclosure agreement between the parties, which shall remain in effect.

17.4. Notice. All notices required to be given under this Agreement shall be in writing and shall be effective when received or, if delivery is not accomplished by reason of some fault of the addressee, when tendered, and shall only be transmitted by (i) personal delivery, (ii) registered or certified mail, return receipt requested and postage prepaid, (iii) courier or delivery service, or (iv) e-mail, by a party to the other party at the other party's address as set forth in the Order, or to such other addresses as a party may from time to time notify the other party of in accordance with this Section, unless otherwise expressly provided in this Agreement.

17.5. Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof in a writing executed by such party. No waiver by either party of any breach of, or of compliance with, any term or provision of this Agreement by the other party shall be considered a waiver of any other term or provision or of the same term or provision at another time. No failure or delay of either party to exercise any power or right given that party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom, practice or prior course of dealing of the parties at variance with the terms hereof, shall constitute a waiver of that party's right to demand exact compliance with the terms hereof.

17.6. Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, whether voluntarily, involuntarily, or by operation of law, whether in whole or in part, to any Third Party. Any purported or attempted assignment, delegation or transfer in violation of this **Subsection 17.6** is void. Invictus may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, whether in whole or in part, to any other Person.

17.7. Interpretation. For purposes of this Agreement: (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; and (ii) the word "or" is not exclusive. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing such drafting. Each party hereto acknowledges and agrees that it and/or its counsel reviewed and negotiated the terms and provisions of this Agreement and has contributed to its revision. All captions, titles or section headings of this Agreement are for ease of reference only, shall not affect the interpretation or construction of any provisions of this Agreement,



and shall not be deemed part of this Agreement. Any references requiring the consent or approval of a party shall require such consent in writing and signed by an authorized representative of such party. Unless the context otherwise requires, references in this Agreement to a statute means such statute as amended from time to time and includes any regulations promulgated thereunder. The rule of contract construction known as *ejusdem generis* as well as the rule of contract construction known as *contra proferentem* shall not apply to the construction or interpretation of this Agreement.

17.8. Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, shall confer upon any other Person any right, benefit or remedy under or by reason of this Agreement.

17.9. Responsibility for Authorized Users. Client shall be responsible for the compliance by its Authorized Users with the terms and conditions of this Agreement, and a non-compliance by an Authorized User with such terms and conditions will be deemed a breach by Client of this Agreement.

17.10. Successors. This Agreement and the obligations hereunder shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

17.11. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable by a competent court of law, the remainder of this Agreement shall be valid and enforceable to the extent permitted by the governing law set forth under **Section 16.1** above. Such declaration shall not invalidate any other provision hereof, and this Agreement shall continue in full force and effect. The invalid provision shall be replaced by an appropriate provision, which to the extent permitted by such governing law comes closest to the parties' intent of what the

parties would have agreed on, had they been aware of the invalidity or unenforceability, in order to meet the spirit and purpose of this Agreement.

17.12. Equitable Relief. Each party agrees that a breach or threatened breach by such party of any of its obligations under this Agreement would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, constructive trust, and any other relief that may be available from any court, without a requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

17.13. Force Majeure. No default, delay or failure to perform on the part of Invictus shall be considered a breach of this Agreement to the extent due entirely or proximately to a Force Majeure Event.

17.14. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of the original signed copy in hardcopy.

17.15. Changes to Standard Terms. Invictus reserves the right to change these Standard Terms at any time. Any changes made to these Standard Terms will not apply to the Agreement between Invictus and Client for any Order received by Invictus from Client before the changes are made.

[End of Standard Terms and Conditions for the Prepared™ Emergency Communications Service]

Appendix B – Special Terms

[None]



Lumpkin County, Georgia

E-911

Date:	February 21, 2023
Agenda Item:	2023-012 PowerPhone Site License Training Program (<i>E911 Director Carlton Chester</i>)
Item Description:	This is a new program recently made available through our power phone software where we currently obtain our EMD (emergency medical dispatch) training/recertification.
Facts & Historical Information:	Currently we staff 12 positions that require cert/ recertification in EMD. This along with basic communication officer training is the only training our 911 center staff currently receive related to their job description. There is no mandate for any additional training. My observations are that a well-trained employee is a more productive and professional employee. The ability to better educate yourself is a motivational factor and also promotes confidence. This program will be extremely helpful with medical calls, Bomb threats, active shooter, any incident that requires specific information be relayed to or asked of the caller. The program consists of numerous on-line continuing education classes related to emergency call taking. This training can be accessed 24/7 365 days a year and will improve the centers' ability to call take and dispatch emergency calls. Also, currently the centers call volume and staffing shortages impede our ability for offsite training. Note: The current agreement has been prorated to run inline with our current service agreement time frame (October to October). The total expense for this contract is 4,179.00 dollars. I believe this would be an approved expense under the 911 tax revenue requirements.
Potential Courses Of Action:	1) Continue to operate as we currently do, receiving the minimal amount of training necessary. 2) Purchase the program that will give us access to its full training benefits. Utilizing the continuing education benefits to improve our centers call taking and dispatching abilities to better serve our community.
Budget Impact:	The centers expense for the mandatory certifications (EMD only) are, initial training 399.00 dollars each new employee, re-certs are 199.00 dollars per employee every two years. This expense is included with the program. Additional training outside this program would have similar costs for each unit of training. Offsite training also has additional expenses such as travel, lodging, meals and overtime coverage. This service has a yearly cost of 6,141.40 dollars. 599.40 for the software plan and 5,572.00 for the site license. Both will require renewal each year.

Staff Recommendation: I believe that this training program will be very useful. I recommend that we purchase the program. If at the end of the agreement we find this program has not beneficial, we are not obligated to continue. Plus, the cost of individual training, in my opinion, would far exceed the cost of this program.



TOTAL RESPONSE



Service Plan Agreement

Jan 24, 2023

Prepared for:
Carlton Chester
Lumpkin County Sheriff's Department

Document # 21360

Introduction

This document serves as an agreement between PowerPhone and Lumpkin County Board of Commissioners to transition Lumpkin County Board of Commissioners to PowerPhone's updated Total Response Annual Service Plan which is eligible for renewal on an annual basis. This document provides an overview of the plan and the services it provides.

PowerPhone's Service Plan

As an existing PowerPhone customer, Lumpkin County Board of Commissioners will be transitioned to a new Annual Service Plan designed to simplify Total Response system maintenance and training for your agency. This Annual Service Plan includes maintenance of the customer's current Total Response software for call handling and provides access to PowerPhone's full range of Educational Services. The transition will be led by a dedicated PowerPhone Customer Service Representative (CSR) assigned to your agency.

Once started, your Annual Service Plan will be in effect on an annual basis. It will renew automatically each year to provide continuity in the use of the Total Response software, training, and technical support.

Technical Support

Your Annual Service plan includes technical support services for your Total Response system, as detailed in the [PowerPhone Master Services Agreement](#).

Educational Services

As part of your Annual Service Plan, your agency's personnel will be given access to the full catalog of PowerPhone online training programs as part of our Site Licensed Training offering. Access to all training programs will be available to your personnel throughout the entire period covered by your Service Plan.

Your personnel will have access to:

- Total Response Application Training
- Certification Training in Emergency Medical, Fire Service, and Law Enforcement Dispatch
- Continuing Education courses on specialized topics in emergency communications

Site Licensed Training Orientation Process

Lumpkin County Board of Commissioners will be assigned a dedicated Customer Service Representative (CSR) to help your agency transition to the Site Licensed Training offering. Your CSR will create your agency's training license and conduct an orientation session with your agency's Training Coordinator. This orientation session will review the online training programs available, recommended learning paths for your personnel, and answer any questions your agency has regarding Site Licensed Training. After the orientation session, your CSR will ensure your personnel are assigned to your license so they can begin their online learning.

Maintaining Your Roster

Once your staff is assigned to your agency's license, PowerPhone will continue to support your agency as personnel changes. As you add new telecommunicators to your staff or others leave, please contact PowerPhone and we will add and remove the necessary personnel from your Education License. Once individuals are assigned to your license, they will have access to PowerPhone's full portfolio of PowerPhone online training programs for the term of your Service Plan.

Key Personnel and Responsibilities

PowerPhone will assign a Customer Service Representative (CSR) who will be in touch with you within 10 business days after this agreement is finalized. To streamline communication during the implementation process, your assigned CSR will be the sole point of contact during implementation. If you have any questions before you are contacted by your CSR, please contact our Customer Success Manager:

Pamela Visel

Email: pam@powerphone.com

Phone: 203-350-0338

Pricing

Pricing detailed in this agreement expires on February 15, 2023.

Annual Service Plan Pricing

Pricing below is for the first 365 days of your Annual Service Plan. Pricing is subject to change over time. Any changes to your Annual Service Plan pricing will be clearly communicated prior to each renewal period.

Name	Item Number	Price	QTY	Subtotal
Annual Training License For March 2023 - October 2023	TRATL	\$4,179.00	1	\$4,179.00
Annual Software Plan For October 2023 - October 2024; due in October 2023	TRASWP	\$599.40	1	\$599.40
Annual Training License October 2023 - October 2024; due October 2023	TRATL	\$5,572.00	1	\$5,572.00
Service Plan Credit Credit reimbursement till October 2023	PPCREDIT-SP	-\$6,171.40	1	-\$6,171.40
				\$4,179.00

Subtotal **\$4,179.00**

Discount **\$0.00**

Tax **\$0.00**

Annual Service Plan Total \$4,179.00

Grand Total \$4,179.00

Payment Schedule

Payment #	Milestone	Amount Due	Percentage
1	Service Plan (due net 30 days)	\$4,179.00	100%

- Agency approval code / PO #:
- PowerPhone's Federal Tax ID #: 06-1121538
- PowerPhone's W-9 Form: <https://powerphone.com/powerphonew9>

Making Payments

Pay by wire or ACH (Preferred)	
Bank name	Webster Bank
Bank address	28 Durham Rd, Madison, CT 06443
Routing #	211170101
Make payable to	PowerPhone
Business Checking Account #	0009480375
SWIFT ID	WENAU31

Pay by check	
Make payable to	PowerPhone
Mailing address	PO Box 911 Madison, CT 06443

Terms and Conditions

1. **Contracting Parties.** This Implementation Agreement ("Agreement") is binding between the Customer ("Customer" or "Lumpkin County Board of Commissioners") and PowerPhone as of the date this agreement is signed.
2. **Incorporation by Reference and Integration.** This Agreement is incorporated by reference into and governed by the terms and conditions of the most current PowerPhone Master Services Agreement ("Master Agreement"), which can be found at <https://www.powerphone.com/msa>. The provisions of this Agreement supersede any conflicting provisions contained in any other prior or concurrent written or oral agreements unless otherwise noted in this document.
3. **Software, Professional Services, and Educational Services.** Listed in the Pricing section above are the Professional Services and Educational Services for which Lumpkin County Board of Commissioners is agreeing to pay for under the terms outlined in this document.
4. **Definitions.** Capitalized terms in this Agreement have the meaning ascribed to them in the Master Services Agreement unless defined otherwise herein.
5. **Renewal.** This agreement will automatically renew annually unless written notice is provided to PowerPhone 30 days before the renewal date.

AGREED TO AND ACCEPTED:

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this Agreement.

Please sign below indicating your acceptance of the terms of this Agreement and Authority to enter into this Agreement.

For Lumpkin County Board of Commissioners:

Signature:

Date:

Name:

Title:

For PowerPhone:

Signature:

Date:

Name:

Title:



Lumpkin County, Georgia

Public Works

Date:	February 21, 2023
Agenda Item:	2023-013 Off System Safety Project Memorandum of Understanding (MOU) (<i>Special Projects Manager Charles Trammell</i>)
Item Description:	Request for BOC approval of a MOU with GDOT on the proposed safety project on Ben Higgins Rd.
Facts & Historical Information:	This project is for 2 foot shoulder widening and installing signs/striping on Ben Higgins Road. Attached is a Memorandum of Understanding between GDOT and Lumpkin County regarding Lumpkin County's responsibilities for the Off System Safety project. The GDOT will bid the project and oversee all construction at no cost to the County.
Potential Courses Of Action:	
Budget Impact:	This project is 100% funded by the GDOT. The county will only be responsible for the Items listed in the MOU.
Staff Recommendation:	Staff recommends that the BOC approve and submit the attached MOU back to GDOT.

County: Lumpkin
GDOT P.I.: 0019225

OFF SYSTEM SAFETY PROJECTS LOCAL GOVERNMENT ACKNOWLEDGEMENT PAGE

between
the
Georgia Department of Transportation (hereafter the
DEPARTMENT)
and
Lumpkin County Georgia (hereinafter called the
OWNER)

Whereas the DEPARTMENT proposes to undertake a project for 2-foot shoulder widening and installing signs/stripping on various off system routes in Lumpkin County by contract through competitive bidding, and:

Whereas the OWNER will be responsible for completing the following items for all of the necessary off system routes within the project limits where applicable and the following is hereby mutually agreed to and understood by both parties:

1. The local government shall perform earth widening at all locations within the limits of the asphalt shoulder widening operation where the existing earth shoulder is insufficient to accommodate the asphalt shoulder widening at no additional cost to the Department (Ben Higgins Rd.).
2. The local government shall clip shoulders and thoroughly remove debris prior to stripping being performed by the contractor at no additional cost to the Department.
3. The local government shall remove existing signs and posts in conjunction with contractor installing new signs and posts at no additional cost to the Department. The local government shall dispose of the signs and posts properly at no additional cost to the Department.

APPROVED FOR THE LOCAL GOVERNMENT BY:

(Signature)

(Date)

(Title)



Lumpkin County, Georgia

Public Works

Date:	February 21, 2023
Agenda Item:	2023-014 2023 LMIG Asphalt Resurfacing Bid Award (<i>Special Projects Manager Charles Trammell</i>)
Item Description:	Recommendation to award the LMIG (Local Maintenance and Improvement Grant) Project Bids.
Facts & Historical Information:	On January 26, 2023 Lumpkin County received bids for the resurfacing of 4.41 miles of county roads under the LMIG program. Six bidders submitted bids on the project. The low bidder was Colditz Trucking and Paving with a price of \$783,403.50. This amount is \$11,994.50 higher than the estimated cost of 772,309.00. GDOT has awarded Lumpkin County \$600,382.00 in funds for our 2023 LMIG. The minimum amount of the project cost will have to be \$780,496.60 based on 130% of the LMIG funds. The remaining amount of the contract will be paid from TSPLOST funds. The amount from TSPLOST will be \$2,906.90. See the Attached bid tab and the road list.
Potential Courses Of Action:	A) Award the contract to Colditz Trucking and paving in the amount of the bid. B) Do not award the contract. C) Award the contract to another company.
Budget Impact:	
Staff Recommendation:	Staff recommends COA (A): Award contract to Colditz Trucking and Paving in the amount of the bid.

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

A. Summary of Work and Payment:

1. Contractor shall perform leveling and topping with asphalt concrete, thermoplastic stop bars, and shoulder construction with select material on various county roads listed in the Invitation to Bid issued by Lumpkin County on December 21, 2022. All work will be done in accordance with the 2021 State of Georgia Standard Specifications and by the Specifications contained in the Invitation to Bid issued by Lumpkin County.

Lumpkin County personnel will be supervising construction of this project but will also be subject to inspections and audits by the Georgia Department of Transportation.

2. Contractor shall be authorized to begin work upon the issuance of a Notice to Proceed from Lumpkin County. All work shall be completed no later than 180 calendar days from the day the Notice to Proceed is issued.

3. The Contractor shall employ and assign only qualified and competent personnel to perform any service or task involved in this project. The Contractor shall designate one such person as a Project Manager, and the Project Manager shall be deemed to be the Contractor’s authorized representative, who shall be authorized to receive and accept any and all communications from the County. The County shall name a Project Manager who shall be authorized to generate, receive and accept communication as an authorized representative of the County.

4. The Contractor hereby agrees to replace any personnel or sub-contractor, at no cost or penalty to the County, if the County reasonably determines that the performance of any sub- contractor or personnel is unsatisfactory.

5. Contractor shall be paid for work performed under this Contract on a unit price basis as follows:

<u>Line No.:</u>	<u>Item Description:</u>	<u>Unit Price:</u>
0005	150-3110 Traffic Control (Lump Sum)	\$45,000.00
0010	402-1812 Recycled Asph. Conc. Leveling including Bitum Material and H lime (Ton)	\$142.84
0015	402-3130 Recycled Asph. Conc. 12.5 MM Super Pave GP2 only including Bitum Material and H lime (Ton)	\$106.19
0020	413-1000 Bitum. Tack Coat (Gallon)	\$6.75
0025	652 Solid Traffic Stripe, 5" White (LM)	\$2,500.00
0030	652 Solid Traffic Stripe, 5" Yellow (LM)	\$2,500.00
0035	652 Skip Traffic Stripe, 5" White (GLM)	\$1,150.00
0040	652 Skip Traffic Stripe, 5" Yellow (GLM)	\$1,150.00
0045	216-Unpaved Shoulder Const. Select Material (Ton)	\$66.11
0055	653-Thermoplastic Solid Stripe 24" White Stop Bars (Foot)	\$15.00

Payment shall be made according to the terms contained in the Invitation to Bid.

B. Bonds:

Contractor shall, prior to commencing work, provide and shall maintain, during the continuance of all work under the Contract, all Bonds required in the Invitation to Bid.

C. Liability:

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

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

Contractor shall be liable for any collateral damage (such as broken curbs, crushed sidewalks, broken water meters, etc.) caused as a result of its work under this Contract. Contractor shall restore and/or repair, at Contractor's cost, any and all collateral damage,

including, but not limited to, damage to infrastructure, back to its pre-existing condition if the damage was caused by Contractor's activities.

D. Insurance:

The Contractor shall, during the continuance of all work under the Contract, provide and maintain all insurance policies required by the Invitation to Bid.

E. Assignment of Contractual Rights and Subcontracting:

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

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

F. Indemnity:

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

G. Documents Deemed Part of Contract:

Unless otherwise modified by this Contract, Lumpkin County's Invitation to Bid issued December 21, 2022, for LMIG Project 2023-001, and any addendums issued thereto, and the 2021 State of Georgia Standard Specifications shall be deemed part of the contract. No documentation or information provided by the Contractor shall be deemed part of the contract unless expressly incorporated herein.

H. Severability:

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

I. Dispute Resolution:

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

J. Cancellation:

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

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

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

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

K. Safe Working Environment and Drug Free Workplace

Contractor shall provide a safe working environment.

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

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

As part of the subcontracting agreement with (Contractor's name), (Sub Contractor's name) certifies to the Contractor that a drug-free workplace will be provided for the Sub Contractor's employees during the performance of this Contract pursuant to Paragraph (7) of Sub-section (b) of Code Section 50-24-3".

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

L. Amendments or Modifications:

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

M. Notices:

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

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

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

Colditz Trucking, Inc.
Attn: Teresa Colditz
191 Bill Donaldson Circle
Blairsville, GA 30512

and to Lumpkin County at the following address:

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

This Contract is made and entered into as of February 21, 2023.

Lumpkin County:

Contractor:

Colditz Trucking, Inc.

By:

Chris Dockery, Chairman
Lumpkin County Board of Commissioners

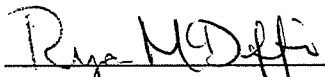
Teresa Colditz, President

Attest:

Melissa Z. Witcher
Lumpkin County Clerk

Bid Opening Tabulation

Project# 2023-001 2023 LMIG Asphalt Leveling and Resurfacing Various County Roads January 26, 2022 @ 1:05 PM	Colditz	Colwell	Bartow	Allied	Blount	C. W. Matthews	
Information Form	✓	✓	✓	✓	✓	✓	
Execution of Proposal Form	✓	✓	✓	✓	✓	✓	
Non-Collusion Form	✓	✓	✓	✓	✓	✓	
Drug Free Workplace Form	✓	✓	✓	✓	✓	✓	
Addenda Acknowledgement Form	✓	✓	✓	✓	✓	✓	
E-verify	✓	✓	✓	✓	✓	✓	
SAVE Affidavit	✓	✓	✓	✓	✓	✓	
W-9	✓	✓	✓	✓	✓	✓	
Bid Bond	✓	✓	✓	✓	✓	✓	
Bidder's Certification	✓	✓	✓	✓	✓	✓	
Price Proposal Form	783,403. ⁵⁰	887,768. ⁰²	1,089,278. ⁸⁴	857,346. ²⁵	933,049. ⁰⁵	925,650. ⁰⁰	


 Ryan McDuffie, Purchasing Agent


 Witness

Bid. A “responsive bidder” is a bidder who has submitted a bid response, which conforms in all material respects to the bid. A “responsible bidder” is a bidder who has the capacity in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

2.0 SCOPE OF WORK & SPECIFICATIONS

The scope and procedure for this project shall consist of Leveling and Topping with asphalt concrete, Thermoplastic Stop Bars, and shoulder construction with select material on various county roads listed in the LMIG Project Report contained in the Bid Documents for this project. All work shall be done in accordance with the 2021 State of Georgia Standard Specifications and by the Specifications contained in the Bid Documents for this project.

Lumpkin County personnel will be supervising construction of this project and will also be subject to inspections and audits by the Georgia Department of Transportation.

2023 BID ITEM SUMMARY						
ROAD NAME	BEGIN	END	LENGTH (Miles)	WIDTH (FEET)	DESCRIPTION OF WORK	
					ASPHALT REQUIREMENTS	STRIPING REQUIREMENTS
Anderson Drive	US 19 Bus	Mile Marker .40	.40	20	Spot level and Overlay with 175 #/sqyd of 12.5 mm	Center Line and Stop Bar
Ben Higgins Rd..	Bear Slide Hollow	SR 9	2.40	21	Spot level and overlay with 175 #/sq.yd of 12.5 mm	Center Line and Edge Line with Stop Bar And Shoulder Building
Robinson Road	Long Branch Road	Early Drive	.70	20	Spot level and overlay with 175# per sq.yd. of 12.5 mm	Centerline and Stop Bar And Shoulder Building
Rock Tree Road	Rock House Road	Mountain Path	.91	20	Spot level and overlay with 175# per sq.yd. of 12.5 mm	Centerline and Stop Bar And Shoulder Building
			Total Mileage 4.41 miles			



Lumpkin County, Georgia

Sheriff

Date:	February 21, 2023
Agenda Item:	2023-015 CorrectHealth Contract Renewal (<i>Sheriff Stacy Jarrard</i>)
Item Description:	Renewal of the contract for inmate medical services.
Facts & Historical Information:	Lumpkin County entered into a contract with CorrectHealth in December of 2010 to provide care for inmates. This contract has been renewed annually since that time. Healthcare cost have continued to increase due to shortage in healthcare labor and overall inflation. We currently have unpaid invoices related to disputes in the previous contract. For the current renewal, they are proposing an increase to \$396,146.13 for the annual compensation. As well as agreeing to waive the extraordinary wage clause (EWC) invoices prior to April 1,2022. They do request that the county pay the EWC invoices since April 1,2022, commiserate with the current contract. The EWC will be removed completely in the Amendment effective April 1, 2023.
Potential Courses Of Action:	1. The Board could renew the contract with CorrectHealth. The county has an established relationship with this company and they provide a necessary service while trying to help keep the cost of inmate medical care in check. 2. The Board could choose to not renew the contract with CorrectHealth and direct this service be placed out for bid. This course of action means CorrectHealth will cease to provide services as of March 31,2023 and the new provider would have to be in place by this date.
Budget Impact:	Funds are included in the 2023 operating budget for this service. The new, proposed contract is \$3,853.87 below the budgeted amount of \$400,000.00.
Staff Recommendation:	The recommendation of Sheriff Office staff is to grant the proposed contract with CorrectHealth and continue the relationship we have built over the years.

HEALTH SERVICES AGREEMENT

THIS HEALTH SERVICES AGREEMENT (hereinafter referred to as “AGREEMENT”) by and between the LUMPKIN COUNTY, GEORGIA (hereinafter referred to as “COUNTY”) and CORRECTHEALTH LUMPKIN, LLC (hereinafter referred to as “COMPANY”), is entered into to be effective as set forth in Paragraph 6.1, below.

WITNESSETH:

WHEREAS, COUNTY is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Lumpkin County Jail (hereinafter referred to as the “JAIL”); and,

WHEREAS, COUNTY desires to provide for health care to inmates in accordance with applicable law; and,

WHEREAS, the COUNTY desires to enter into this Agreement with COMPANY to promote this objective; and,

WHEREAS, COMPANY is in the business of providing correctional healthcare services under contract and desires to provide such services for the COUNTY under the express terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

- 1.1 General Engagement. COUNTY hereby contracts with COMPANY to provide healthcare services to inmates in the physical custody of the JAIL. This care is to be delivered to individuals under the custody and control of the JAIL, and COMPANY enters into this Agreement according to the terms and provisions herein.
- 1.2 Scope of General Services. The responsibility of COMPANY for the healthcare of an inmate commences with the commitment of an inmate to the custody of the JAIL. COMPANY shall provide on a regular basis: nursing care, physician / midlevel provider care, mental health care, dental care, electronic health records, tele-health, medication administration, non-capital medical equipment, medical supplies, office supplies, and medical waste disposal, all as more specifically defined in COMPANY’s Proposal in response to COUNTY’s RFP No. 2022-001.
- 1.3 Specialty Care Services. COMPANY will make arrangements with local community providers, facilities, and agencies, including, without limitation, the Georgia Department of Corrections, to ensure that patients receive hospitalization and specialty care, as clinically indicated when this service cannot be provided internally or on-site. COUNTY will be responsible for the cost of all off-site and on-site specialty care, including hospitalizations and dental care).
- 1.4 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization care and specialty services, the COUNTY will, upon request by COMPANY, its agents, employees or contractors, provide transportation as reasonably available provided that such transportation is scheduled in advance. When medically

necessary, COMPANY shall arrange for emergency ambulance transportation of inmates. COUNTY will be responsible for the cost of all ambulance services.

- 1.5 On-Site Emergency Services. COMPANY shall provide on-site emergency medical care, as medically necessary.
- 1.6 Injuries Incurred Prior to Incarceration; Fit for Confinement; and Escaped Inmates/Detainees. COMPANY will not be financially responsible for the cost of any medical treatment for health care services provided to any inmate prior to the inmate's commitment into the custody of the JAIL or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the JAIL. Furthermore, COMPANY is not financially responsible for the cost of services outside the JAIL for any healthcare treatment or health care services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care, if said inmate is not in the custody of the JAIL. Once it has been determined by COMPANY's intake medical personnel that the inmate has been medically stabilized, and accepted by COUNTY personnel into the custody of the JAIL, COMPANY will, commencing at that point, then become responsible for the medical treatment for health care services rendered at the JAIL. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization, and when any and/or all applicable medical clearances have been provided to the JAIL personnel, so that the inmate can reasonably be housed inside the JAIL. To the extent COMPANY is billed for medical services provided to an individual who is not fit for confinement the COUNTY shall reimburse COMPANY for all such costs. COMPANY shall not charge an additional fee simply to examine an individual to determine if he/she is suitably fit for confinement.
- 1.7 Pregnancy. It is expressly understood that COMPANY shall not be responsible for costs associated with the health care of any infants born to inmates. COMPANY shall provide health care services to inmates up to, though, and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the JAIL prior to transport to a hospital, will not be the financial responsibility of COMPANY. In any event, COMPANY shall not be responsible for the costs associated with the performing or furnishing of elective abortions.
- 1.8 Inmates Outside the JAIL. The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the JAIL. This does not include inmates who are under guard in jails or prisons outside of the COUNTY. Such inmates are not to be included in the daily population count. No person(s), including those who are in any outside hospitals who are not under guard, shall be the financial responsibility of COMPANY with respect to the payment or the furnishing of their health care services. Persons in the physical custody of other public safety or other law enforcement/penal jurisdictions at the request of COUNTY are likewise excluded from the population count and are not the responsibility of COMPANY for the furnishing or payment of health care services.

The cost of medical services provided to inmates who become ill or are injured while on such temporary release, work release, or escape status will not be the responsibility of COMPANY. However, inmates on work detail who are supervised by County personnel and become injured will be the responsibility of COMPANY as long as they are returned to the JAIL to be treated by COMPANY personnel. These inmates will be part of the daily census count.

- 1.9 Elective Medical Care. COMPANY is not responsible for providing elective medical care to inmates. For purposes of the Agreement, “elective medical care” means medical care, which, if not provided, would not cause definite harm to the inmate’s well-being. COUNTY must review any referral of inmates for elective medical care prior to provision of such services.
- 1.10 Forensic Services. COMPANY will not perform body cavity searches nor collect physical evidence (blood, hair, semen, saliva, etc.).
- 1.11 Long Term Care. COMPANY shall not be responsible for the provision or cost of any long term care facility services. In the event that an inmate requires skilled care, custodial care or other services of a long term care facility, COMPANY shall not bear the cost.
- 1.12 Services Not Listed. Both Parties understand and agree that there will be costs incurred for health care related services as outlined in this Agreement. COMPANY shall not be responsible for any expenses not specifically covered in this Agreement. In the event that any of the health care services not listed within this Agreement are required for an inmate as a result of the medical judgment of a physician or COMPANY authorized personnel, COMPANY shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.
- 1.13 Services Beyond the Scope of this Agreement. Both Parties understand and agree that there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While both Parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic or pandemic illness outbreak, or any other catastrophic event or an event caused by the action or inaction of the COUNTY or their employees, agents or contractors, which results in medical care for the Jail Population, Jail staff, visitors, or contractors, COMPANY shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the COUNTY. Notwithstanding the above, COMPANY shall be responsible for medical costs under this Agreement associated with such an event only if such an event was caused solely by COMPANY.

ARTICLE II: PERSONNEL

- 2.1 Staffing. COMPANY shall provide personnel reasonably necessary for the rendering of health care services to inmates at the JAIL, as identified on Exhibit A, which is attached hereto. At the sole discretion of the COMPANY, some Provider services may be provided via tele-health. Further, based on actual staffing needs as affected by medical emergencies, riots, increased or decreased inmate population, and other unforeseen circumstances, certain increases or decreases in staff requirements may be waived, as agreed to by the COUNTY and COMPANY.
- 2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by COMPANY to render services hereunder shall be licensed, certified or registered, in their respective areas of expertise as required by applicable Georgia law.
- 2.3 COUNTY’s Satisfaction with Health Care Personnel. If the Sheriff, Warden, Chief Deputy, or Division Commander of the JAIL becomes dissatisfied with any health care personnel provided by COMPANY

hereunder, or by any independent contractor, subcontractor or assignee, COMPANY, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from the Sheriff, Warden, Chief Deputy, or Division Commander of the JAIL of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the Sheriff, Warden, Chief Deputy, or Division Commander of the JAIL, COMPANY shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom the Sheriff, Warden, Chief Deputy or Division Commander has expressed dissatisfaction. Should removal of an individual become necessary, COMPANY will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of COMPANY.

- 2.4 Use of COUNTY Personnel and Inmates in the Provision of Health Care Services. Neither COUNTY personnel nor inmates shall be employed or otherwise engaged by either COMPANY in the direct rendering of any health care services.
- 2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, COMPANY will engage certain health care professionals as independent contractors rather than as employees. COUNTY consents to such subcontracting or delegation. As the relationship between COMPANY and these health care professionals will be that of independent contractor, COMPANY will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. COMPANY will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, COMPANY shall exercise administrative supervision over such professionals necessary to insure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians, dentists, and nurses performing duties as agents or independent contractors of COMPANY under this Agreement, COMPANY shall provide COUNTY proof, that there is in effect a professional liability or medical malpractice insurance policy covering the agent or subcontractor.
- 2.6 Discrimination. During the performance of this Agreement, COMPANY, its employees, agents, subcontractors, and assignees agree as follows:
- a. None will discriminate against any employee or applicant for employment because of race, religion, color, gender or national origin, except where religion, gender or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
 - b. In all solicitations or advertisements for employees, each will state that it is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of the section.

ARTICLE III: REPORTS AND RECORDS

- 3.1 Medical Records. COMPANY shall cause and maintain complete and accurate medical records for each Inmate who has received health care services. Each medical record will be maintained in accordance with applicable laws. The medical records shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical records shall be available at all times, to COUNTY, as custodian of the person of the patient. Medical records shall be kept

confidential. Subject to applicable law regarding confidentiality of such records, COMPANY shall comply with Federal Law, Georgia law and COUNTY policy with regard to access by inmates and COUNTY personnel to medical records. No information contained in the medical records shall be released by COMPANY except as provided by policy, by a court order, or otherwise in accordance with the applicable law. COMPANY shall, at its own cost, provide all medical personnel necessary to maintain the medical records. At the termination of this Agreement, all medical records shall be delivered to and remain with the COUNTY. However, COUNTY shall provide COMPANY with reasonable ongoing access to all pertinent medical records even after the termination of this Agreement for the purposes of defending or investigating litigation.

- 3.2 Regular Reports by COMPANY to COUNTY. If requested, COMPANY shall provide to COUNTY, on a date and in a form mutually acceptable to COMPANY and COUNTY, reports relating to services rendered under this Agreement.
- 3.3 Inmate Information. Subject to the applicable Georgia law, in order to assist COMPANY in providing the best possible health care services to inmates, COUNTY will provide COMPANY with information pertaining to inmates that COMPANY and COUNTY mutually identify as reasonable and necessary for COMPANY to adequately perform its obligations hereunder.
- 3.4 COMPANY Records Available to COUNTY with Limitations on Disclosure. COMPANY shall make available to COUNTY, at COUNTY's request, records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder. COUNTY understands that written operating policies and procedures employed by COMPANY in the performance of its obligations hereunder are propriety in nature and will remain the property of COMPANY and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by COUNTY, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by COMPANY. Propriety information developed by COMPANY shall remain the property of COMPANY.
- 3.5 COUNTY Records Available to COMPANY with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, COUNTY will provide COMPANY at COMPANY's request, COUNTY's records relating to the provision of health care services to inmates as may be reasonably requested by COMPANY or as are pertinent to the investigation or defense of any claim related to COMPANY's conduct. Consistent with applicable law, COUNTY will make available to COMPANY such inmate medical records as are maintained by COUNTY, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent COUNTY has any control over those records) as COMPANY may reasonable request. Any such information provided by COUNTY to COMPANY that COUNTY considers confidential shall be kept confidential by COMPANY and shall not, except as may be required by law, be distributed to any third party without the prior written approval of the County.

ARTICLE IV: SECURITY

- 4.1 General. COMPANY and the COUNTY understand that adequate security services are essential and necessary for the safety of the agents, employees, and subcontractors of COMPANY as well as for the security of inmates and JAIL personnel, consistent with the correctional setting. JAIL personnel will take all reasonable steps to provide sufficient security to enable COMPANY to safely and

adequately provide the health care services described in this Agreement. It is expressly understood by the COUNTY and COMPANY that the provision of security and safety for the COMPANY personnel is a continuing precondition of COMPANY's obligation to provide its services in a routine, timely, and proper fashion. This provision, however shall not be considered to and shall not be construed to be a waiver of any defense, including sovereign or official immunity, to any claim against County by an inmate, employee of company or any other person in anyway whatsoever.

- 4.2 Security During Transportation Off-Site. The COUNTY will provide prompt and timely security as medically necessary and appropriate in connection with the transportation of any inmate between the JAIL and any other location for off-site services as contemplated herein.

ARTICLE V: OFFICE SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

- 5.1 General. COUNTY agrees to provide COMPANY with reasonable and adequate office and medical space, facilities, and telephone equipment with dedicated line in the medical area. COUNTY will provide COMPANY with high-speed internet access for tele-medicine and any other service requiring an Internet connection. This access must be compatible with the provision of telemedicine with minimum speeds of 3MB up / 3MB down with a static public IP address, as required for high definition tele-medicine. This connection will be for sole and exclusive use by the medical staff. COUNTY will pay for utilities (gas, electric, water, phone lines, long distance telephone service). Further, COUNTY will provide necessary maintenance and housekeeping of the office space and facilities.

With regard to telemedicine, COMPANY will provide for all necessary equipment and COUNTY will provide the necessary internet connection, as set forth above. COUNTY will be responsible for ensuring that the Jail Management Software (JMS) provides a unidirectional interface, which integrates with COMPANY's electronic health record to populate the electronic health record with patient demographics and location data only.

COMPANY will provide medical supplies, office supplies, medical waste removal, and non-capital equipment (i.e. less than \$500) and maintenance of non-capital equipment. COUNTY will be responsible for any capital equipment (i.e. more than \$500) and the maintenance of capital equipment.

- 5.2 Delivery of Possession. COUNTY will provide to COMPANY beginning on the date of commencement of this Agreement, possession and control of all medical and office equipment and supplies in place at the JAIL's health care unit.

At the commencement of service by COMPANY an inventory of all supplies, medical and office equipment as described herein will be completed in writing by COUNTY personnel. This inventory will be reviewed and approved in writing by the authorized agent of the COUNTY as well as the COMPANY.

At the termination of this or any subsequent Agreement, COMPANY will return to the COUNTY possession and control all supplies, medical and office equipment, in working order, reasonable wear and tear accepted, which were in place at the JAIL's health care unit prior to the commencement of services under this Agreement. Any such return will require written confirmation, executed by the Jail Administrator of the JAIL, for proper acceptance.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

- 6.1 Initial Term. The initial term of this Agreement will be April 1, 2022 through March 31, 2023. This Agreement is renewable under like terms for additional years, subject to negotiation of the service component and agreed-upon compensation adjustments, unless either party delivers written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-existing term.
- 6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:
- a. Termination by Agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.
 - b. Termination by Cancellation. This Agreement may be canceled, without cause, by either party upon sixty (60) days prior written notice in accordance with Section 9.3 this Agreement.
- 6.3 Responsibility for Inmate Health Care. Upon termination of this Agreement, all responsibility for providing health care services to all inmates, including inmates receiving health care services at sites outside the JAIL, will be transferred from COMPANY to COUNTY.

ARTICLE VII: COMPENSATION

- 7.1 Base Compensation & Per Diem Compensation. COUNTY will pay COMPANY an annualized base of **\$357,765.98**. Payments will be made monthly in the amount of **\$29,813.83**. This compensation is based on a maximum inmate population of **120** at the JAIL.

The above compensation reflects budgeted healthcare labor costs. In the event that healthcare labor costs increase, due to unforeseen events or circumstances, including COVID-19, COUNTY agrees to reimburse COMPANY the difference between the budgeted labor costs and the increased labor costs, not to exceed **\$16,639.02** annually. The total annualized compensation, including potential labor costs will not exceed a total annualized amount of **\$374,405.00**. Additionally, should any position/shift go unworked, then the COMPANY will provide a credit to COUNTY.

COMPANY will invoice the COUNTY for base compensation monthly on the 15th day of the month after to the month of service. The invoice will reconcile actual labor utilization for the prior month. COUNTY agrees to pay COMPANY by the tenth day of the following month. Per diem adjustments for census variations will also be invoiced or credited on the invoice. In the event this agreement should terminate on a date other than the end of a calendar month, compensation to COMPANY will be prorated accordingly for the shortened month.

- 7.2 Per Diem. If the census at the JAIL exceeds **120**, COMPANY will charge the COUNTY **\$1.52** per inmate per day for those inmates in excess of **120**. COMPANY will credit the COUNTY **\$1.52** per inmate per day if the census is less than **90** inmates.

This per diem is intended to cover additional costs in those instances where minor, short term increases in the inmate population result in the higher utilization of routine supplies and services. However, the per diem is not intended to provide for any additional fixed costs, such as new staffing

positions, which might prove necessary with additional service areas, or if the inmate population grows. In the event that the average monthly population increases significantly over the maximum inmate population and if the population increase is sustained for a three (3) month period, the parties agree to negotiate additional staffing complement and associated compensation in order to continue to provide services to the increased number of inmates and maintain the quality of care consistent with this Agreement.

- 7.5 Compensation Escalator. Beginning April 1, 2023, and for each subsequent annual renewal thereafter, the compensation paid to COMPANY, including base compensation and per diem rate, shall be adjusted by a blended rate of the percentage increase of the Consumer Price Index-Wage Earners and Clerical Workers (CPI-W), Medical Care Component (MCC) for the Southern Region of the United States and the expenditures in the previous calendar year. COMPANY shall provide COUNTY notice of the proposed adjusted base compensation and per diem rate for the April 1, 2023 renewal term no later than December 1, 2022, and no later than December 1 of each year thereafter for each subsequent renewal term.
- 7.3 Change in Standard of Care or Scope in Services. The compensation above reflects the scope of services as outlined herein and the current community standard of care with regard to correctional healthcare services. If there is any change in or modification of the local, national (e.g. NCHC, ACA) or community standards of care or scope of services, court order, ruling or interpretation, state or federal law or statute or interpretation thereof that results in sustained and material increase in costs (e.g. treatment of Hepatitis C, TB, HIV/AIDS, etc.), coverage of costs related to such changes are not included in the contract price and would need to be negotiated with the COUNTY. Further, if the mission and/or purpose of the JAIL changes substantially, the COUNTY agrees to negotiate with COMPANY in good faith for any change in services.
- 7.4 Late Payments. The COUNTY shall pay COMPANY interest on all undisputed payments hereunder that are not paid within sixty (60) days from date due. Interest shall accrue from the date the original payment was due at a rate of one percent (1%) per month until the payment is made in full. The COUNTY shall bear the costs of any legal or collection fees and expenses incurred by COMPANY in attempting to enforce COUNTY's payment obligations hereunder.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

- 8.1 Insurance. At all times during this Agreement, COMPANY shall maintain professional liability insurance covering COMPANY, and naming COUNTY as an additional insured, for its work at the JAIL with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. COMPANY shall provide a Certificate of Insurance to COUNTY naming COUNTY as an additional insured and certificate holder.
- 8.2 Indemnification. COMPANY shall indemnify, defend and hold COUNTY harmless from and against any and all claims against COUNTY based on COMPANY's performance of its obligations hereunder; provided, however, that COMPANY will not be responsible for any claim arising out of the COUNTY or its employee or agent preventing an inmate from receiving medical care ordered by COMPANY or its agent or in failing to promptly present an ill or injured inmate to COMPANY for treatment.

ARTICLE IX: MISCELLANEOUS

- 9.1 Independent Contractor Status. The parties acknowledge that COMPANY is an independent contractor engaged to provide health care to inmates at the JAIL under the direction of COMPANY management. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer - employee relationship, or a joint venture relationship between the parties.
- 9.2 Court Appearance by COMPANY Employees. In the event COMPANY's personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of COUNTY this shall be part of their service time pursuant to this agreement.
- 9.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand; emailed; or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to another person at any other address, as may be designated in writing by the parties:

(a) COUNTY: Lumpkin County Government
ATTN: Alan Ours, County Manager
99 Courthouse Hill, Suite H
Dahlonega, GA 30533
alan.ours@lumpkincounty.gov

(b) COMPANY: CorrectHealth Lumpkin, LLC
ATTN: Carlo A. Musso, M.D.
1720 Windward Concourse, Suite 300
Alpharetta, GA 30005
carlo.musso@correcthealth.org

CorrectHealth Lumpkin, LLC
ATTN: Stacy M. Scott, Esq.
1720 Windward Concourse, Suite 300
Alpharetta, GA 30005
stacy.scott@correcthealth.org

Notices shall be effective upon receipt regardless of the form used.

- 9.4 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.
- 9.5 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.
- 9.6 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be constructed to be, a waiver of any subsequent breach of the same or other provision hereof.

- 9.7 Other contracts and Third-Party Beneficiaries. The parties acknowledge that COMPANY is neither bound by nor aware of any other existing contracts to which COUNTY is a party and which relate to the providing of medical care to inmates at the JAIL. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.
- 9.8 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.
- 9.9 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonable require to effectuate the provisions and intentions of this Agreement.
- 9.10 Time of Essence. Time is and shall be of the essence of this Agreement.
- 9.11 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.
- 9.12 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.
- 9.13 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.
- 9.14 Force Majeure. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, epidemics or pandemics, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 9.15 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Georgia, except as specifically noted.
- 9.16 Jurisdiction and Venue. Should any disputes regarding this Agreement arise and require legal action, the proper jurisdiction and venue for said legal action will be Lumpkin County, Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized officers, the day, month and year given below.

LUMPKIN COUNTY, GEORGIA (“COUNTY”)

By: _____
Title: _____
Print Name: _____
Date: _____

CORRECTHEALTH LUMPKIN, LLC (“COMPANY”)

By: _____
Title: _____
Print Name: _____
Date: _____

EXHIBIT A – STAFFING

Staffing Matrix Lumpkin County Jail – Census 120		
Personnel	Hrs / Wk	FTE
Medical Director (MD / DO)	1	0.025
Midlevel Provider (NP / PA)	1	0.025
Psychiatrist	1.2	0.03
Health Services Coordinator (LPN) - 12hr Day Shift	42	1.05
Licensed Practical Nurse (LPN) - 12hr Day Shift	42	1.05
Registered Nurse (RN)	4	0.10
TOTALS	91.2	2.28



Lumpkin County, Georgia

Finance

Date:	February 21, 2023
Agenda Item:	2023-016 Georgia Department of Natural Resources Recreational Trails Program Project Agreement
Item Description:	Consideration of Georgia Department of Natural Resources Recreational Trails Program Project Agreement
Facts & Historical Information:	On September 21, 2021, Lumpkin County Board of Commissioners approved a resolution to include with an application for funding to the Georgia Department of Natural Resources Recreational Trails Program. The funding will add new trails, restore existing trails, and add signage to the reservoir trail. On February 16, 2022, it was announced that the County was invited to proceed to the Second-level of the grant application process. On January 24, 2023, the County's Recreational Trails Program proposal cleared the environmental review. The required Financial Workshop was completed on February 2, 2023. The next step in the process is to execute the proposed project agreement. The project cost is estimated to be \$104,040. The local match is \$41,616, and the grant funding totals \$62,424. The local match will be funded with \$33,500 held by the Development Authority for reservoir improvements, and the remainder will be funded by volunteer hours.
Potential Courses Of Action:	A. Approve the GDNR RTP Project Agreement. B. Not approve the GDNR RTP Project Agreement.
Budget Impact:	There is no impact to the operating budget.
Staff Recommendation:	Staff recommends COA A.

**STATE OF GEORGIA
DEPARTMENT OF NATURAL RESOURCES
PROJECT AGREEMENT**

Applicant:	Lumpkin County	Street:	99 Courthouse Hill, Suite H
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Project Title:	Yahoola Creek Trails	City:	Dahlonega
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Project #:	NRT-22 (15)	Zip:	30533
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County:	Lumpkin	Phone #:	706-482-2554
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Project Period: **The agreement is executed to February 10, 2024**

Project Scope (description of project): Enhance the Yahoola Creek Reservoir property by constructing approximately two (2) miles of new pedestrian trails, 2 trail kiosks, and four (4) trail signage.

Title of Grant-in-Aid: Georgia Recreational Trails Program

Project Cost:		The following are hereby incorporated into this agreement:
Total Cost:	\$ 104,040.00	1. Disadvantaged Business Enterprise Certification of Compliance
Fund Support:	60 %	2. General Provisions (attached hereto)
Grant-in-Aid:	\$ 62,424.00	3. Project Proposal and Application (submitted by applicant and on file with DNR)
Minimum Local Match:	\$ 41,616.00	4. Revised cost estimate

The State of Georgia, Department of Natural Resources (hereinafter referred to as DNR), and Lumpkin County (hereinafter referred to as the Applicant) in consideration of the mutual promises and benefits flowing to each as hereinafter stated, do hereby agree to perform this agreement in accordance with the National Recreational Trails Act (NRTA), Title I, Part B, Section 1301 of the Intermodal Surface Transportation Efficiency Act of 1991 (P.L. 102-240, 105 Stat. 1914), later reauthorized as the Recreation Trails Program under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (P.L. 109-59, 119 Stat. 1144), and the provisions and conditions of the Federal Highway Administration guidelines for the RTP grant program, and with the terms, promises, conditions, covenants, assurances, plans specifications, estimates, procedures, project proposals, and maps attached hereto or retained by the Applicant or DNR and made a part hereof.

The Applicant certifies that it possesses the legal authority to apply for the grant, enter into this Agreement, and to finance and construct the proposed educational resource. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the project application, approving this agreement, including all understandings and assurances contained therein, and directing the persons

whose names and signatures appear herein below to sign this agreement on behalf of the Applicant and to act in connection with the project and provide such additional information as may be required.

The Applicant further certifies and assures that it has the ability and intention to finance the non-State (local) share of the costs for the project, and that sufficient funds will be available to assure effective operation and maintenance of the resource(s) acquired or developed by the project.

DNR agrees to obligate to the Applicant the sum specified hereinabove as the Grant-in-Aid, and to tender to the Applicant that portion of said grant which is required to pay DNR's share of the costs of the project, based upon the percentage of assistance specified hereinabove as Fund Support.

The Applicant agrees to execute the project in accordance with the terms of the agreement.

The Applicant further agrees that, as the benefit to be derived by the State of Georgia and DNR from the full compliance by the Applicants with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreational trails which are available to the people of the State and the United States, and as such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by DNR by way of assistance under the terms of the agreement, that payment by the Applicant to DNR of an amount equal to the amount of assistance extended under this agreement by DNR would be inadequate compensation to DNR for any breach by the Applicants of this agreement. The Applicant further agrees, therefore, that THE APPROPRIATE REMEDY IN THE EVENT OF A BREACH BY THE APPLICANT OF THIS AGREEMENT SHALL BE THE SPECIFIC PERFORMANCE OF THIS AGREEMENT.

The Applicant agrees to use its best efforts to ensure compliance with regulations pertaining to Disadvantaged Business Enterprises (DBE). The Applicant shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of contractors, including procurement of materials and leases of equipment.

The following special project terms and conditions apply:

- a. In planning and executing the project, the Applicant agrees to consider the comments of agencies who responded to the environmental review requests for this project.
- b. The Applicant shall minimize the use of heavy equipment for clearing and grading and is encouraged to use porous/pervious surfacing.
- c. As directed under Executive Order 13186, in furtherance of the Migratory Bird Treaty Act (16 U.S.C. sections 703-711), actions must be taken to avoid or minimize impacts to migratory bird resources, and to prevent or abate the detrimental alteration of the environment for the benefit of migratory birds, as practicable. An area of forested habitat of 100 acres or larger could be a significant or important site for migratory birds, as could existing bridges or culverts, where the birds may nest. DNR and the Applicant agree that the area of impact of this project is less than 100 acres, and therefore is not considered significant or important to the support of migratory bird populations. The parties also agree that no existing bridge or culvert on the project site will be reconstructed or removed as part of this project. The Applicant agrees to notify DNR if it seeks to modify the scope of the project or reconstruct or remove any existing bridge or culvert at the project site.

d. The Applicant agrees to observe the comments of DNR's Environmental Protection Division(EPD), Historic Preservation Division(HPD), Wildlife Resources Division(WRD), US Fish and Wildlife(USFW) and the Department of Transportation(DOT) regarding the project.

e. Authorization is conditional on all necessary R-O-W and easements being acquired.

In witness whereof, the parties hereto have executed this Agreement as of the most recent date entered below.

**STATE OF GEORGIA, DEPARTMENT OF
NATURAL RESOURCES**

APPLICANT, LUMPKIN COUNTY

BY _____
TAYLOR BROWN- GRANTS CHIEF

BY _____
CHRIS DOCKERY-CHAIRMAN

WITNESS

WITNESS

DATE

DATE

(Seal)



Lumpkin County, Georgia

Finance

Date:	February 21, 2023
Agenda Item:	2014 SPLOST 2023 Work Plan Amendment (<i>Finance Director Abby Branan</i>)
Item Description:	Consideration of 2014 SPLOST 2023 Work Plan Amendment
Facts & Historical Information:	This is a request to approve the 2023 work plan amendment for the 2014 SPLOST as presented to the BOC. The work plan for SPLOST is a guide for the use of funds approved by the BOC based upon the program as approved by the voters. Use of the annual program method ensures that programs stay within budget and provides ample time for staff to research and make sure all projects submitted are SPLSOT eligible. All of the projects presented fall within the guidelines of the original program approved by the voters.
Potential Courses Of Action:	A. Approve the work plan amendment. B. Approve the work plan amendment with changes. C. Not approve the work plan amendment.
Budget Impact:	Funds for the proposed project are budgeted in the 2014 SPLOST program.
Staff Recommendation:	Approve the 2014 SPLOST 2023 Work Plan Amendment

Lumpkin County Elections & Voter Registration

Office Improvements Proposal

2023

In order to more efficiently and effectively serve the voters of Lumpkin County, the Elections & Voter Registration Office has developed a plan to make better usage of the existing facility by repurposing space, relocating/rearranging equipment and revising the physical layout of several rooms.

In light of the recent trend of record-setting voter turnout for Advance Voting, it has become necessary to re-evaluate our layout in order to safely and expeditiously accommodate Lumpkin County voters. With a presidential election cycle only a year away, it is imperative that we utilize our “downtime” in 2023 to prepare for what is certainly expected to be a significantly attended series of elections.

Additionally, the Georgia Secretary of State’s Office has announced not only the impending migration to a new voter registration/election management platform (going live on February 6, 2023), but also the plan to move exclusively to Poll Pads for Advance Voting check-ins (as is currently done only on Election Day). All of these changes largely affect not only how Elections & Voter Registration will conduct day-to-day operations, but also how we utilize and stage our voting equipment during elections.

The Elections staff has begun to proactively conceptualize how we can address these needs by the most practical and cost-conscious means, and is developing a strategic plan that will hopefully allow us to make improvements both physically and operationally in stages over the next several years.

The first proposed change is to expand the space available for Advance Voting. This can be achieved simply through the addition of two sets of double doors and a new interior wall.

This will allow us to create a space dedicated to voter check-in with a problem/provisional station, and will provide additional floor space for creating line queues inside the building.

The second proposed change will be to add a sliding window to an existing interior wall between two rooms. One room will be dedicated to Absentee Ballot Processing/Storage for all ballots received by the office. The adjoining room will serve as the Absentee Ballot Review/Duplication area, while continuing to serve as a Conference/Break Room when not in use.

The addition of a sliding window between these two rooms will allow us to satisfy the requirement for public accessibility/viewing of ballot handling. The space will be available for any observers to view both the activities of the Vote Review/Duplication Panel members as well as the Elections personnel during the opening and tabulation of Absentee Ballots, while still maintaining a separate and secure location for processing and storing these voted ballots and the access-controlled equipment.

The third proposed change requires no structural improvements, only equipment purchases related to storage.

There is currently \$10,038.20 remaining in the 2014 Board of Elections SPLOST allocation. Based on the estimates obtained for these proposed changes, these funds should be sufficient to accomplish our initial plans for improvement.

Estimated Costs of Materials for Requested Structural Renovations
(As quoted by Wayne Seabolt, Public Buildings Manager):

• 3/0 x 3/0 sliding interior window	\$205
• Two (2) Interior double doors	\$2,300
• Bead board paneling	\$415
• 2x4 framing studs	\$75
• 2x4 treated lumber	\$20
• Trim lumber	\$220
• Door hardware	\$1,200
• Miscellaneous (core, nails, paint)	\$350

Total: \$4,860

Estimated Costs of Requested Equipment (Storage)

• Three (3) Heavy Duty Storage Cabinet	\$1,620
• One (1) 32-Device Locking iPad Mobile Charging Cabinet	\$1,255
• Two (2) Heavy Duty Steel Shelving	\$478
• Two (2) Steel 15-Compartment Mail Sorter	\$360

Total: \$3,713

Attachments:

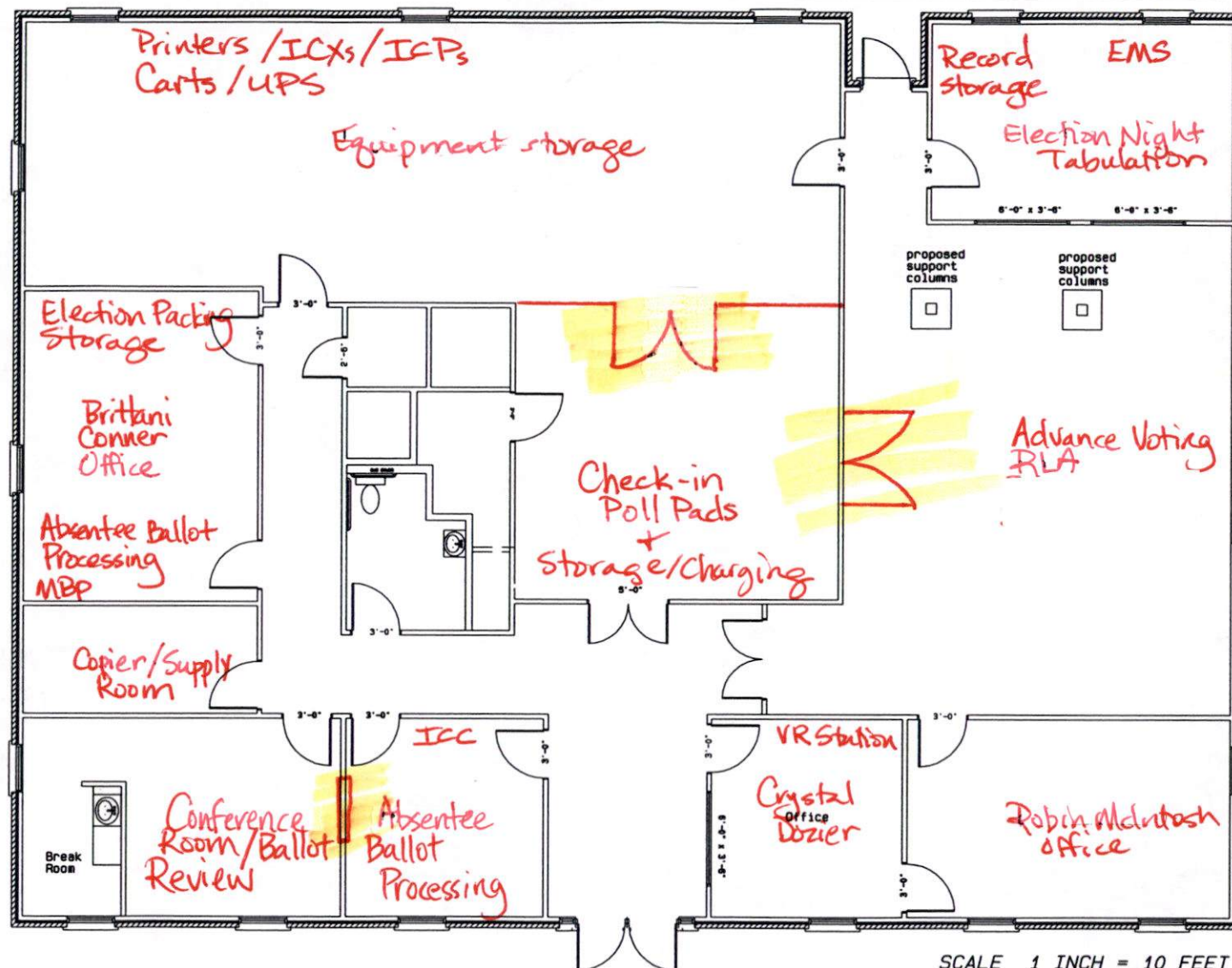
Elections Floorplan

Uline Heavy Duty Storage Cabinet

Bretford Cube Charging Cabinet

Husky Heavy Duty Steel Shelving

Uline Steel Mail Sorter



Lumpkin County Engineering

25 Short Street, Suite 10
Dahlonega, Ga 30533
Office: 706-864-6894
Fax: 706-867-7272

DRAWING TITLE
ELECTIONS BUILDING FLOOR PLAN
FOR
LUMPKIN COUNTY ELECTIONS BUILDING
56 SHORT STREET, DAHLONEGA GA

DRW NAME: FLOOR PLAN 11-12-13 DATE: 11/12/13 JOB# 2013-01 SHEET 1 OF 1

- H-1233
- H-1234
- H-1239
- H-1238
- H-1239

Mail Sorter - Steel, 15 Compartment, Black



Enlarge

Keep mail, office forms and job folders organized and accessible.

- Powder-coated finish.
- Recommended for shops and warehouses. Wall mountable.
- Use on desktops, countertops and floors.
- Stackable up to 3 high.
- 1/2" shelf lip for labeling.
- Rubber feet and mounting hardware included.

SPECIFY COLOR: ☐ ☐

MODEL NO.	NO. OF MAIL SLOTS	OVERALL DIM. W x D x H	SLOT DIM. W x D x H	WT. (LBS.)	PRICE EACH		COLOR	IN STOCK SHIPS TODAY
					1	3+		
H-2922BL	15	34 x 12 x 18"	11 x 11 5/8 x 3"	40	\$180	\$175	☐ Black	1 ADD

SHIPS ASSEMBLED VIA UPS

[Additional Info](#) [Shopping Lists](#) [Request a Catalog](#)

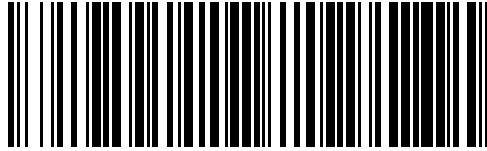
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BRTV32PA27BP

Bretford CUBE Cart 32-Device Charging Cart with 270° Doors (Black)

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Authorized Dealer



Special Order ⓘ

\$1,254.95

Key Features

- AC Charging Cart for 32 Devices
- Plastic Slot Dividers & Notched Hooks
- Power Through Single AC Wall Outlet
- Lockable Wheels & Handle
- UL Certification
- Steel Construction
- Power Cord & Padlock Included

In the Box

Bretford CUBE Cart 32-Device Charging Cart with 270° Doors (Black)

Power Cord

Combination Padlock

Limited 7-Year Warranty

USER GUIDE

CUBE Carts

TVC16PAC-CK	CUBE Charging Cart AC for up to 16 devices w/Back Panel ... 1.4"W Slots Charcoal finish
TVC32PAC-CK	CUBE Charging Cart AC for up to 32 devices w/Back Panel ... 1.4"W Slots Charcoal finish
TVC16PAC-RED	CUBE Charging Cart AC for up to 16 devices w/Back Panel ... 1.4"W Slots Red finish
TVC32PAC-RED	CUBE Charging Cart AC for up to 32 devices w/Back Panel ... 1.4"W Slots Red finish
TVC16PAC-SKY	CUBE Charging Cart AC for up to 16 devices w/Back Panel ... 1.4"W Slots Sky Blue finish
TVC32PAC-SKY	CUBE Charging Cart AC for up to 32 devices w/Back Panel ... 1.4"W Slots Sky Blue finish

Technical Specifications

CAPACITY

slot width = 1.4"

TVC16PAC-XXX	1 shelf	16 devices
TVC32PAC-XXX	2 shelves	32 devices

COMPATIBILITY Designed for various sized laptops & chromebooks, yet versatile enough to support most tablets. Uses the device manufacturer supplied AC power cord and adapter.

OUTSIDE DIMENSIONS 30" W x 26.5"D x 37.5"H

SLOT DIMENSIONS 1.4"W x 17"D x 12"H (fixed)

WEIGHT	TVC16PAC-XXX	134 pounds empty 259 pounds with 16 ea 5 lb devices + an allowable 45 lbs in the bottom shelf area
	TVC32PAC-XXX	143 pounds empty 303 pounds with 32 ea 5 lb devices

POWER MANAGER Digital

POWER REQUIREMENTS 120Vac, 50/60Hz, 12A

SHIPPING Ships fully assembled, ready to load devices

WARRANTY For product specific warranty information, please visit: [bretford.com/warranty](https://www.bretford.com/warranty)



General Use

STEEL CONSTRUCTION

Designed to store, secure, transport & charge up to 32 devices. All-steel construction is sturdy and provides strength to support 32 devices.

WARNING:

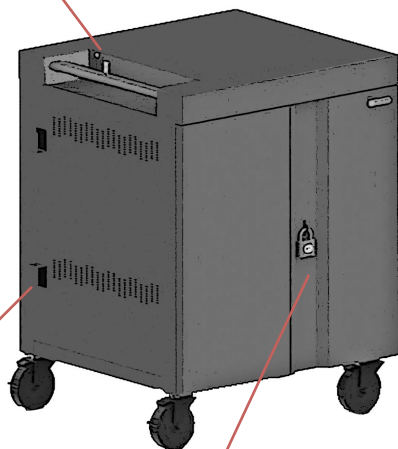
This cart is not intended to hold items on the top surface. Do not place any item weighing more than 1 pound on the top surface of the cart to avoid damage.

POWER SWITCH

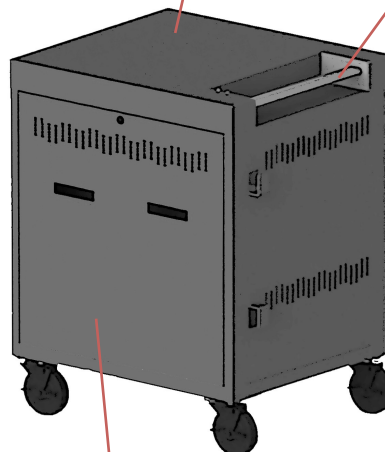
Located on the top of the cart, directly in front of the Push Bar

INTEGRATED HANDLE

Handle integrated into the top of the cart for pushing and moving the cart.



Front View



Rear View

POWER CORD WINDER

Located on the left side of the cabinet, provides a cord winder for the 7-foot power cord

DOOR LOCK SHROUD

Protects the padlock during transport

REAR ACCESS SECURITY PANEL

Held securely in place with a key lock. Once unlocked, the panel easily lifts off to expose the back of the cart, where the adapters and cord sets are kept in cable bins.

LOCKING 5" CASTERS

Allow the cart to be easily maneuvered into small spaces. When engaged, lock the cart into position.

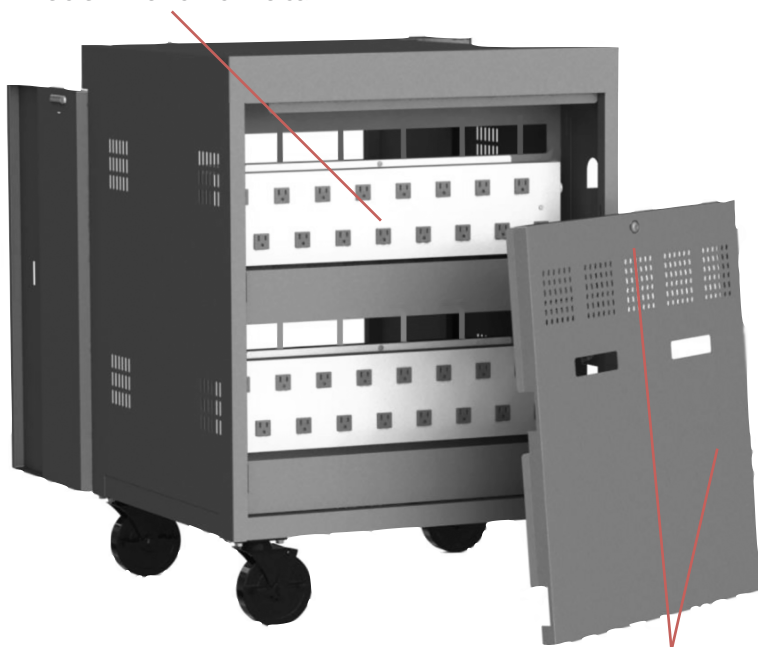
SETTING THE COMBINATION LOCK

Your new CUBE Cart comes equipped with a resettable Combination Padlock. You can program the lock with your own combination. The lock starts with 0-0-0-0. Follow the directions with the lock for changing the combination. Remember to depress the shackle before disengaging it from the lock.



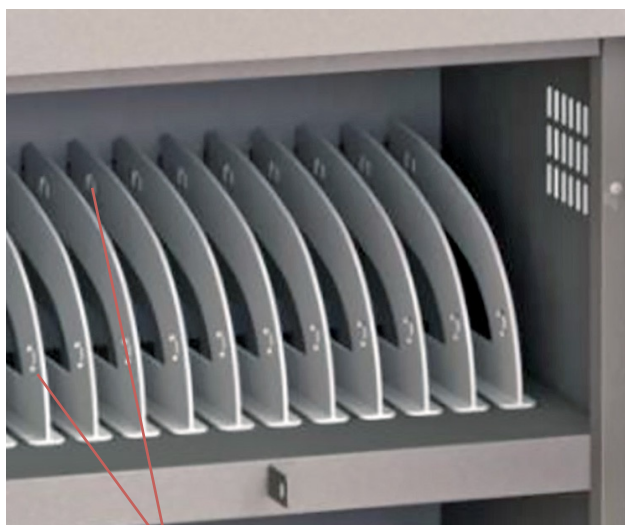
POWER OUTLET MODULES

16 AC outlets per shelf, matches the quantity of slots in the front of the cart



REAR ACCESS PANEL

Locks in position with the keys from the hardware pack



PLASTIC DIVIDERS

features slots for routing the computer plug cable to the plug-in spot on the computer - high or low, left or right.
NOTE: Plastic dividers are not removable or resettable.



TVC32PAC-XXX



TVC16PAC-XXX

Device Storage & Cable Management

1. At the back of the cart, use the key from the hardware pack to unlock the rear access panel.
2. The two keys included in the hardware pack are for the person(s) responsible for managing the computer adapters and cable sets, through the rear access panel.
3. Lift the rear access panel off of the chassis. This exposes the power outlet modules for the shelves.
4. Starting in the rear of the cart with the rear access panel removed, insert a power adapter in the storage bin for the associated device storage shelf (top or bottom).
5. Measure the amount of cable necessary to reach from the power adapter located in the bin to the front of the cart (over the AC outlet box, from the back to the front of the cart, through the cable management slots that are integrated into the plastic dividers.)
6. Leave sufficient slack for the power connector to plug into the device.
7. Plug the device AC adapter plug into one of the outlets nearest to where the power adapter is located in the bin.
8. Repeat the above process for the total number of devices' power adapters & cable sets.
9. In the front of the cart, insert a device into each of the slots, and plug in the power connector to each device.
10. Replace the Rear Access Panel and lock the panel using the key from the Hardware Pack.
11. Place the cart near a wall outlet and plug the cart in.
12. Turn on the power switch - located in front of the push handle
13. In the TVC32PAC-XXX CUBE Cart for 32 devices, once the cart is turned on, the power manager begins rotating power to the power strips every 5 minutes. This allows efficient charging of the devices in the cart from one single 15 amp circuit.



"WARNING": This Safe User Label is attached to the side of the cart, warning that the cart may tip over if transported incorrectly, which could cause injury.

- Do not allow children under 16 to move cart. Only adults should move this cart.
- Move the cart slowly
- Apply moving force on the narrow dimension.
- Always push using the handles. Push the cart, do not pull it.



"WARNING": Relocating audio and/or video devices to a cart not specifically designed to support audio and/or video devices may result in death or serious injury due to the cart collapsing or over turning onto a child.

"WARNING": Death or serious injury may occur when children climb on a cart. A remote control or toys placed on the cart may encourage a child to climb on the cart and as a result, the cart may tip over on to the child.

Safe Use Instructions

- This cart may be intended for institutional use.
- The socket outlet shall be installed near the cart and shall be easily accessible.
- Make sure all devices do not exceed the maximum load rating of 12 amps.
- Power strips inside cart are intended only for charging compatible devices. Any other use may cause overload.
- Do not move cart by pulling the power cord. Before moving cart from one room to the next, wrap power cord around the cord winder located on the side of the cart.
- Do not plug the cart in if the switch, receptacle(s), or power cord has been damaged. Contact Bretford or a qualified electrician before attempting to make any type of electrical repair or parts replacement.
- Engage locking casters when cart is not in transit.

Do not block ventilation holes on cart. Proper air flow is required for safe operation.

Cart is not designed to be operated by a child or student. Adult operation and supervision is recommended at all times.

Liquids should not be stored in, set on or placed inside the cart.

Only clean the surfaces of cart with soft dry cloth. Do not use liquid or spray or abrasive cleansers. Use only disinfecting wipes containing no bleach.

Product is for indoor use only.

User can plug in up to 32 devices at one time.

Turn power switch off before plugging in devices

Turn power switch off before unplugging the cart.

Do not pull the cart. Always push cart using the handles. Use extra caution on ramps and thresholds.

- Do not plug the power cord into another extension cord or re-locatable power tap.
- Be sure to turn power switch off and unplug cart before moving to a different location.
- Ensure casters are locked before opening the cart doors.
- Be sure to lock up cart in a secure environment after every use.
- Do not share the lock combination code with any unauthorized persons.



[Home](#) [Storage & Organization](#) [Garage Storage](#) [Garage Shelving](#) [Garage Storage Shelves](#)

Internet #319132737 Model #N2W772478W4B Store SKU #1007784729

Best Seller

Husky

4-Tier Industrial Duty Steel Freestanding Garage Storage Shelving Unit in Black (77 in. W x 78 in. H x 24 in. D)

★★★★★ (4131) [Questions & Answers \(379\)](#)



Hover Image to Zoom

SPECIAL
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\$239⁰⁰ ~~\$379.00~~
Save \$140.00 (37%)



Pay **\$214.00** after **\$25 OFF** your total qualifying purchase upon opening a new card. [Apply for a Home Depot Consumer Card](#)

DahloneGA Store

12 in stock Aisle 03, Bay 019 [Text to Me](#)

Color/Finish: Black



Width x Height x Depth: 77 in W x 78 in H x 24 in D

77 in W x 78 in H x 24 in D

Delivering to: 30533 | [Change](#)

**Store Pickup**
Pickup Today
FREE

**Ship to Home**
Not available for this item

**Scheduled Delivery**
As soon as Tomorrow
\$79.00

12 in stock at DahloneGA
[Check Nearby Stores](#)

-

1

+

 Add to Cart

— or —

Buy now with **PayPal**

Product Details

▼

Specifications

▼

Dimensions: H 78.00 in, W 77.00 in, D 24.00 in



Lumpkin County, Georgia

Finance

Date: February 21, 2023

Agenda Item: 2020 SPLOST 2023 Work Plan (*Finance Director Abby Branan*)

Item Description: Request to approve work plan on 2020 SPLOST

Facts & Historical Information:

The voters of Lumpkin County approved a referendum on May 22, 2018 for the imposition of a 1% sales tax to fund various projects as outlined in the attached presentation. Prior to the referendum, the city and county met and agreed upon a division of the tax at a rate of 21% and 79% respectively. Staff once again recommends the use of work plans to manage the program. The use of an annual program method ensures that programs stay within budget and affords the Board an opportunity for input on the development of the program. All projects presented fall within the guidelines of the tax and the program approved by the voters.

**The 2023 Work Plan will be presented to the Board of Commissioners at the Board Retreat. This is a placeholder for formal approval of the 2023 Work Plan at the Regular Meeting on January 17.*

Potential Courses Of Action:

- A. Approve this plan as presented.
- B. Amend the plan. The Board could choose to approve only a portion or make additions to the plan as presented.
- C. Not approve the work plan for 2023. This is the least favorable option as the county needs to make certain payments prior to 2024.

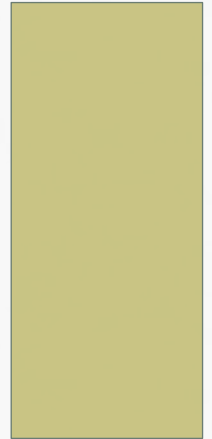
Budget Impact:

Having the program adopted ensures we are able to cash flow projects and keep the SPLOST program on track. Having an approved, or even an amended plan also helps keep us in compliance and in a favorable standing for our audit as we have a complete and accurate record of the decisions of the Board in relation to the 2020 SPLOST program.

Staff Recommendation:

LUMPKIN COUNTY 2020 SPLOST

2023 WORK PLAN
AS PROPOSED 01.17.23



SPLOST

2020 REFERENDUM STATEMENT

“Shall a special one percent sales and use tax be imposed in the special district of Lumpkin County for a period of time not to exceed Six (6) years and for the raising of an estimated amount of \$18,900,000 for the purpose of (1) funding ECONOMIC DEVELOPMENT, WATER AUTHORITY SYSTEM IMPROVEMENTS, LUMPKIN COUNTY LIBRARY, JUDICIAL ACQUISITION CONTRACT PAYMENTS, ROADS AND BRIDGES EQUIPMENT, VEHICLES, RESURFACING, IMPROVEMENTS AND SHERIFF’S DEPARTMENT EQUIPMENT AND VEHICLES for Lumpkin County, and (2) funding ROADS AND BRIDGES RESURFACING AND IMPROVEMENTS, STORM-WATER INFRASTRUCTURE AND WATER & SEWER SYSTEM IMPROVEMENTS for the City of Dahlonega?”

2020 SPLOST PROJECTS

- A1 Judicial Center Acquisition Contract Payments
- A2 Economic Development
- A3 Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements
- A4 Lumpkin County Library
- A5 Sheriff's Department Equipment & Vehicles
- A6 Water Authority System Improvements

- B1 City of Dahlonega:
 - Roads & Bridges Resurfacing & Improvements
 - Storm-water Infrastructure
 - Water & Sewer System Improvements

LUMPKIN COUNTY SPLOST

- 2020 SPLOST Referendum \$18,900,000
 - Lumpkin County Share 79% \$14,931,000
 - City of Dahlonega Share 21% \$ 3,969,000
- Program to Date Collections \$13,711,881
- Remaining Collections (per program budget) \$10,500,000
- Projected 2020 SPLOST (based on program budget)
Collections \$24,211,881
 - Lumpkin County Share \$19,127,386
 - City of Dahlonega \$ 5,084,495

2020 SPLOST EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR (LUMPKIN CO. SHARE)

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1	2020	\$ 2,612,907	Actual
YR2	2021	\$ 4,020,369	Actual
YR3	2022	\$ 4,406,485	Estimated
YR4	2023	\$ 2,488,500	Estimated
YR5	2024	\$ 2,488,500	Estimated
YR6	2025	\$ 2,488,500	Estimated
YR7	2026	\$ 622,125	Estimated
TOTAL		\$19,127,386	

2020 SPLOST PROPOSED PROJECT BUDGETS

	Description	Budget as Adopted
A1	Judicial Acquisition Contract Payments	\$ 4,717,410
A2	Economic Development	\$ 2,000,000
A3	Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements	\$ 1,953,590
A4	Lumpkin County Library	\$ 1,000,000
A5	Sheriff's Department Equipment and Vehicles	\$ 1,260,000
A6	Water Authority System Improvements	<u>\$ 4,000,000</u>
Total Projected 2020 SPLOST Program		\$14,731,000

2020 SPLOST PRO-RATA DISTRIBUTION

32 CHECKS RECEIVED (LC SHARE)

PRO-RATA DISTRIBUTION	%	TOTAL
A1 – Judicial Center Acquisition Contract Payments	31.59%	\$3,421,951
A2 – Economic Development	13.40%	\$1,451,540
A3 - Roads and Bridges Equipment, Vehicles, Resurfacing, Improvements	13.08%	\$1,416,876
A4 – Lumpkin County Library	6.70%	\$725,770
A5 - Sheriff's Department Equipment and Vehicles	8.44%	\$914,253
A6 - Water Authority System Improvements	26.79%	\$2,901,996

2020 SPLOST PROGRAM – PROPOSED YR4 – 2023 PROJECTS

<u>Proposed Projects</u>	<u>Expended PTD</u>	<u>Encumbered</u>	<u>2023 Requests</u>	<u>2023 Approved</u>
A1 – Judicial Center Acquisition Contract Payments	2,241,338		759,297	
A2 – Economic Development	780,000		0	
A3 – Roads & Bridges Equipment, Vehicles, Resurfacing, Improvements	1,048,437	707,649		
A4 – Lumpkin County Library	1,000,000		0	
A5 – Sheriff’s Department Equipment & Vehicles	817,818	336,842	375,000-450,000	
A6 – Water Authority System Improvements	<u>1,778,326</u>	<u>675,000</u>	<u>641,600</u>	
Totals	7,665,919	1,719,491	1,775,897-1,850,897	

Projected Collections by the end of 2023 (Year 4) - \$13,528,261

Total Expended, Encumbered, & Requested through 2023 (Year 4) - \$11,161,307-11,236,307

DISCUSSION



Lumpkin County, Georgia

Finance

Date: February 21, 2023

Agenda Item: 2019 TSPLOST 2023 Work Plan Amendment (*Finance Director Abby Branan*)

Item Description: Request to amend the work plan on the 2019 TSPLOST

Facts & Historical Information:

The voters of Lumpkin County approved a referendum in March of 2019 for the imposition of a 1% sales tax to fund road improvements and equipment. Prior to the referendum, the city and county met and agreed upon a division of the tax at a rate of 21% and 79% respectively. The use of an annual program method ensures that programs stay within budget and affords the Board an opportunity for input on the development of the program. All projects presented fall within the guidelines of the tax and the program approved by the voters. This work plan covers the joint project, county paving projects on various county roads and equipment for the road department. The proposed work plan was prepared with Public Works staff and is attached for reference.

02/01/23 Proposed Amendment:

Funding for surfacing 3 roads, which will be bid and brought to the BOC as a contract at a future meeting. \$601,581

Funding for resurfacing 9 roads, which will be brought to the BOC as a contract amendment in March. \$925,916

Total funding requested: \$1,527,497

Potential Courses Of Action:

- A. Approve this plan as presented.
- B. Amend this plan as presented. The Board could choose to approve only a portion or make additions to the plan as presented.
- C. Not approve the work plan amendment.

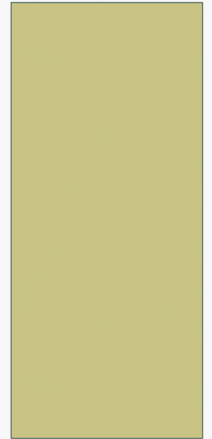
Budget Impact:

Having the program adopted ensures we are able to cash flow projects and keep the TSPLOST program on track. Having an approved, or even an amended plan also helps keep us in compliance and in a favorable standing for our audit, as we have a complete and accurate record of the decisions of the Board in relation to the Road Maintenance & Improvement Tax (TSPLOST) program.

Staff Recommendation:

LUMPKIN COUNTY 2019 TSPLOST

2023 WORK PLAN
AS PROPOSED FEBRUARY 7, 2023



ROAD MAINTENANCE AND IMPROVEMENT TAX 2019 REFERENDUM STATEMENT

“Shall a special one percent sales and use tax be imposed in the Special District of Lumpkin County for a period of time not to exceed five (5) years and for the raising of an estimated amount of \$15,000,000 for transportation purposes?

If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Lumpkin County in the principal amount of \$11,910,000 for the purpose of funding County Projects, a joint County Project and City Project, capitalized interest on the debt and the costs of issuing the debt.

If the imposition of the tax is approved by the voters in the City of Dahlonega, such vote shall also constitute approval of the issuance of general obligation debt of the City of Dahlonega in the principal amount of \$2,160,000 for the purpose of funding City Projects, capitalized interest on the debt and the costs of issuing the debt.”

2019 TSPLOST PROJECTS

- A1 Joint – Lumpkin County & City of Dahlonega
- B1 Roads and Bridges – Paving, Striping, Maintenance, Construction & Improvements
- B2 Road Maintenance Equipment

LUMPKIN COUNTY 2019 TSPLOST

• 2019 TSPLOST Referendum	\$15,000,000
• Joint Project	\$ 4,000,000
• Lumpkin County Share	\$ 8,690,000
• City of Dahlonega Share	\$ 2,310,000
• Program to Date Collections	\$15,701,467
• Remaining Collections (estimated)	\$ 1,531,850
• Pro-rata 2019 TSPLOST Collections	\$15,701,467
• Joint Project	\$ 4,000,000
• Lumpkin County Share	\$ 9,244,159
• City of Dahlonega	\$ 2,457,308

2019 TSPLOST EXPECTED FUNDS AVAILABLE BY PROGRAM YEAR 5 (LUMPKIN CO. SHARE)

Program Yr	Corresponding YR	Funds Available	Actual/Estimated
YR1 (6 mo.)	2019	\$ 1,167,692	Actual
YR2	2020	\$ 2,431,355	Actual
YR3	2021	\$ 2,920,014	Actual
YR4	2022	\$ 3,341,773	Actual
YR5	2023	\$ 704,345	Estimated
YR6 (6 mo.)	2024	\$ 0	Estimated
TOTAL		\$10,565,179	

2019 TSPLOST PROPOSED PROJECT BUDGETS

	Description	Budget as Adopted
A1	Joint Project	\$4,000,000
B1	Roads & Bridges – Paving, Striping, Maintenance, Construction & Improvements	\$6,844,300
B2	Road Maintenance Equipment	\$1,845,700
Total Projected 2019 TSPLOST Program		\$12,690,000

2019 TSPLOST PROGRAM – PROPOSED YR 5 – 2023 PROJECTS

<u>Proposed Projects</u>	<u>Expended PTD</u>	<u>Encumbered</u>	<u>2023 Requests</u>	<u>2023 Approved</u>
A1 – Joint Project	1,150,987			
B1 – Roads & Bridges – Paving, Striping, Maintenance, Constructions & Improvements	4,885,141	3,558,077	665,000	665,000
B1 - 02.07.23 Request for additional paving	0	0	1,527,497	
B2 – Road Maintenance Equipment	1,065,998	23,767	48,000	48,000
Totals	7,102,126	3,581,844	2,240,497	713,000

Projected LC Collections (incl. Joint Project) by the end of 2023 (Year 5) - \$13,374,386

Total LC Expended, Encumbered, & Requested (incl. Joint Project) through 2023 (Year 5) - \$11,396,970

DISCUSSION



Lumpkin County, Georgia

Special Projects

Date:	February 21, 2023
Agenda Item:	Recycling & Transfer Station Timeline (<i>Special Projects Director Ashley Peck</i>)
Item Description:	Transfer Station and Recycling Center
Facts & Historical Information:	At their January 11, 2023 retreat the Board of Commissioners discussed creating a new transfer station and recycling center at the existing location. The Board asked for staff to submit an estimated timeline for the project, which is as follows: • Select a design engineer - 90 days • Design and Bid project - 120 days • Construction - 120 days It is estimated that the project will take approximately one year to complete once the Board directs staff to proceed. Once design gets underway it is possible that the time period could be shortened.
Potential Courses Of Action:	A. Direct staff to proceed to move forward with a design of a new transfer station and recycling center at the existing location. B. Delay the project until a later date. C. Ask the newly formed Recycling and Litter Committee for input before proceeding.
Budget Impact:	Once a design is completed a construction estimate can be developed. The operational budget won't be fully known until it is determined if the existing contractor can operate the new center or county staff will need to operate it.
Staff Recommendation:	



Lumpkin County, Georgia

County Attorney

Date:	February 21, 2023
Agenda Item:	Request to Dispose of County Owned ROW (<i>County Attorney Joy Edelberg</i>)
Item Description:	Discussion on selling a portion of GDOT PR-41-1 (187) ROW on Parcel 107 175.
Facts & Historical Information:	In 1994, Lumpkin County purchased 6.904 acres from James Albert Carder for \$27,616.00 to be held as right of way for GDOT PR-41-1 (187). By 2003 the project was declared infeasible and removed from GDOT's project list for Lumpkin County. In subsequent years, the parcel was split and a portion sold. In February 2020, the county was approached by Craig Carder about selling a portion of the right of way as he had purchased a parcel of land that contained county right of way off Cavender's Creek Road from a family member. Staff has researched the parcel in question and with the assistance of the Chief Appraiser determined that no taxes have been paid on the county owned right of way since 1994. The County did determine that the right of way was no longer needed for public road purposes and sold a portion of the right of way in 2020 to a Craig Carder, a successor in title to James Albert Carder (the original owner). Paul and Reba Bowen, the owners of Parcel 107 175, who are also successors in title to James Albert Carder, have requested to purchase the portion of the ROW located on their parcel. The approximate acreage of the ROW located on the Bowen parcel is 4.152 acres. State law allows the County to sell right of way no longer needed for public road purposes to the original owner, or successors in title, at a price as may be agreed upon, but in no event less than the price paid for its acquisition. In this case, the original right of way was purchased for \$4,000 per acre so the price paid for acquisition of the 4.152 acres was \$16,608.00. Points of Consideration: 1. Since an adjacent section of the right of way has already been sold to a successor-in-title, staff is not aware of any real benefit in retaining ownership of the right of way as there are no immediate or future plans to construct a road within the right of way. 2. Since the adjacent section of the right of way was sold to a successor-in-title for the price paid for its acquisition, a precedent has been set to similarly dispose of this section of the right of way at the price paid for its acquisition.
Potential Courses Of Action:	1. Retain the right of way property. 2. Determine the right of way is no longer needed for public road purposes and the sell the right of way to Paul and Reba Bowen at an agreed upon price, but in no event less than \$16,608.00 (the price paid for acquisition of the right of way).

Budget Impact: There would not be an adverse impact to the budget as the property is being sold.

Staff Recommendation:

1. PLAT BY FREDERICK F. KAUFMAN G.I.S. #1774 FOR:
A JAMES A. CARTER (S192 924) DATED: 5-28-86.
B MRS BONNELL BEASLEY (3 TRACTS) DATED: 1-30-85 PL 5145
2. PLAT BY MICHAEL STEWART KELLY G.I.S. #2313 FOR:
ANTIQUE ROSE EMPIRORIUM, INC. (3-TRACTS) DATED: 5-27-93.
3. DEED FROM ALBERT CARTER TO JAMES ALBERT CARTER
DATED: 6-4-76 - (REFERRING TO DEED TO ALBERT CARTER
RECORDED IN D.B. Q-2 PG 19-1 DATED: 7-17-46)
4. DEED FROM JAMES A. CARTER TO LUMPKIN COUNTY
(PIN DEED-DEPARTMENT OF TRANSPORTATION) DATED: 7-29-84
(WITNESSED PRN-41-1187) RECORDED IN LR K14 PG 181-185.

49	\$ 52-14-09 E	70.5
50	\$ 67-25-42 E	189.8
51	\$ 38-31-39 E	97.7
52	\$ 41-50-00 E	117.0
53	\$ 29-43-15 E	96.9
54	\$ 14-03-28 E	184.1
55	\$ 36-03-49 E	154.6
56	\$ 54-18-57 E	75.3
57	\$ 73-39-66 E	191.7
58	\$ 59-50-07 E	131.0
59	\$ 43-29-24 E	347.2
60	\$ 32-09-37 E	215.1
61	\$ 44-36-10 E	81.1
62	\$ 30-37-27 E	409.1



NOTES:

1. BEARING SUCH HERON ARE BASED ON THE ABOVE-MENTIONED REFERENCE(S).
2. PROPERTY SUCH HERON IS SUBJECT TO EASEMENTS, RESTRICTIONS, OBSERVATIONS, AND RIGHTS-OF-WAY OR SUBJECT, IF ANY.
3. THIS PLAN WAS PREPARED WITHOUT THE AID OF A TITLE SEARCH AND IS SUBJECT TO ANY DISCOVERIES THAT A TITLE SEARCH WOULD PRODUCE.
4. 1/4" BE-BAR AT ALL 1/4" S's.
5. ~~6. OF PROPOSED LEVING SCHOOL ROAD~~ IS BASED ON D.O.T. PROJ-411(87) PLANS & EVIDENCE OF 1965 & 1966 DODGES WHERE ~~6. OF ROAD~~ HAD BEEN MARKED.

② RE-BAR
 A/A ALSO KNOWN AS
 C CONTINUING
 CM CONCRETE MORTAR
 CT CURB TOP IRON PIPE
 DE DRAINAGE EASEMENT
 F/F IRON FEN FOUND
 F/S IRON FEN SET
 LL LAND LOT LINE
 N/T NON OF FORMERLY
 P/ PROPERTY LINE
 R/W RIGHT-OF-WAY
 S/S SANITARY SEWER
 S/B SETBACK LINE
 -X- FENCE
 -G- GAS
 -P- POWER
 -T- TELEPHONE
 -W- WATER

I HAVE CONSULTED THE F.I.R.M.
COMMUNITY PANEL NUMBER 130354-
0135A; DATED
AND IN MY OPINION PROPERTY ALONG
CHESTNUT RIVER
MAY BE SUBJECT TO ZONE "A" FLOOD
HAZARD AREA.

-GRAPHIC SCALE-
1" = 200'
200' 400' 600'
SOS # 10356

GEORGIA, LUMPKIN COUNTY
CLERKS OFFICE SUPERIOR COURT
File 4:40P M 10-27-00 383
Recorded in Cabinet 1 53 56 56
EDWARD E. TUCKER, CLERK
Edward E. Tucker

DATE: 8-21-2000

FARLEY-COLLINS
ASSOCIATES
PO BOX 731
1201 THOMPSON BRIDGE RD
GAINESVILLE, GA 30503
770-532-1001

SURVEY FOR:
PAUL BOWEN
LAND LOTS 387, 409, 410, 411, & 412 ~ 1ST SECTION
~ 15TH DISTRICT LUMPKIN COUNTY, GA.



Lumpkin County, Georgia

Water & Sewerage Authority

Date: February 21, 2023

Agenda Item: LCWSA Application for GEFA Loan (*W&S Authority Director Sean Phipps*)

Item Description: 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.

Facts & Historical Information:

In September 2022, LCWSA submitted a grant application to the Governor's Office of Planning and Budget to request America Rescue Plan Act (ARPA) Funds to be used for the construction of a wastewater treatment plant and to expand the sanitary sewer collection system at HWY 400. The grant request was for \$9,025,000 from Georgia ARPA Funds.

Local Matching Funds for the project would include:

- \$3,000,000 from Lumpkin County Local ARPA Funds
- \$5,200,000 from LCWSA for the ongoing Chestatee Industrial Park project and engineering/permitting budget for the Cane Branch WWTP project
- **\$3,000,000 from LCWSA through a GEFA loan**

In December 2022, LCWSA submitted a loan application to the Georgia Environmental Finance Authority (GEFA) to secure the \$3,000,000 in local matching funds highlighted above. The loan application is scheduled to be considered by the GEFA Board of Directors in May.

In review of LCWSA's loan application, GEFA Staff indicated that GEFA may require LCWSA to enter into an intergovernmental agreement (IGA) with Lumpkin County to secure the debt service on for the loan. This would be implemented through the execution of an "Environmental Facilities Agreement" between LCWSA and Lumpkin County. GEFA's request for an IGA to secure the loan is not unusual, LCWSA and Lumpkin County have previously entered into similar IGA's to secure LCWSA GEFA loans in 2015 and 2016.

LCWSA Staff welcomes any questions or comments from the Board of Commissioners regarding this update.

**Potential Courses Of
Action:**

Budget Impact:

Staff Recommendation:



Lumpkin County, Georgia

Finance

Date:	February 21, 2023
Agenda Item:	Debris Removal and Disposal Bid Award (<i>Finance Director Abby Branan</i>)
Item Description:	Consideration of disaster debris removal and disposal bids
Facts & Historical Information:	The County's existing disaster debris removal and disposal contract is expiring on March 31, 2023. On January 11, 2023, the County issued an Invitation to Bid for disaster debris removal and disposal. Eight responses were received and evaluated based on a single unit test. Aftermath Disaster Recovery is the apparently low bidder based on overall cost. However, using the single unit test, Aftermath Disaster Recovery's bid for rights-of-way vegetative collection, which is a vast majority of work needed following a disaster, was approximately 3 times higher than the other seven respondents. Contracting with the overall low bidder will result in Lumpkin County paying significantly more for disaster debris removal and disposal.
Potential Courses Of Action:	A. Accept the bid of Aftermath Disaster Recovery and consider a contract at the March BOC meeting. B. Reject all bids and reissue an Invitation to Bid. C. Reject all bids and issue a Request for Proposal.
Budget Impact:	If Course of Action A is chosen, there could be a significant negative impact to the operating budget.
Staff Recommendation:	Counsel and staff recommends rejecting all bids. Staff recommends issuing a request for proposal, which will allow staff flexibility in evaluating the bids and negotiating unit prices, if needed. There is sufficient time to issue the RFP and be considered at the March BOC Work Session II.

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