BOARD OF COMMISSIONERS REGULAR MEETING

June 21, 2022 – 5:00 PM

Effingham County Administrative Complex
804 South Laurel Street, Springfield GA 31329

The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

"Individuals with disabilities who require special needs to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities should contact the County Clerk at 912-754-2123 promptly to afford the County time to create reasonable accommodations for those persons."

****PLEASE TURN OFF YOUR CELL PHONE**

Agenda

Virtual Meeting Information:

Zoom Link:
https://us06web.zoom.us/j/88387585556?pwd=bDhncFEvSlMwdmN2VW9NWUR5OHduQT09

Phone Number: **1-929-436-2866**

Meeting ID: **987 1521 9287**

Access Code: **901128**

I. **Call to Order**

II. **Roll Call**

III. **Invocation**

IV. **Pledge to the American Flag**

V. **Agenda Approval** - Consideration of a resolution to approve the agenda

VI. **Minutes -** Consideration to approve the June 7, 2022 regular commission meeting minutes

VII. **Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak

VIII. **Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.

IX. **Presentation -** Effingham Leadership - 5:15 pm

X. Consent Agenda - This section shall include all routine items for which there will be no discussion. Should a need arise for a debate the item can be moved to the appropriate area of the agenda.

1. **[2022-335 Contract]**

   Consideration to approve to renew a Contract with Spatial Engineering, Inc. for GIS Services

2. **[2022-336 Agreement]**

   Consideration to approve to renew a Memorandum of Understanding with the Effingham County Board of Education for the use of seven (7) school buses in the event of a disaster

3. **[2022-337 Payment]**

   Consideration to approve a Year 3 Payment with Stryker for Technical Support Agreement

4. **[2022-338 Agreement]**

   Consideration to approve and affirm ratification of a renewal proposal from Tarheel Medical Billing d/b/a/ Collection Software Inc

5. **[2022-339 Deed/Plat]**

   Consideration to approve and affirm ratification of a Quit Claim Deed and Plat conveying infrastructure on a portion of Fairmont Drive to the Kate's Cove Homeowner's Association

6. **[2022-340 Agreement]**

   Consideration to approve to renew the Fire Services Agreement with The City of Springfield for a one year period

7. **[2022-341 Contract]**

   Consideration to approve a Contract with the State of Georgia for Family Connection

8. **[2022-342 Application]**

   Consideration to approve submittal of an Employee Safety Grant Application to the Association County Commissioners of Georgia (ACCG)

XI. Old Business

1. **[2022-334 Second Reading]**

   Consideration to approve the Second Reading of an application by **Chesterfield, LLC** as Agent for **Janis Z. Bevill et al.** for a **variance** from *Section 3.4* located on Hodgeville Road to reduce the required buffer between industrial and various zoned parcels, zoned **I-1 [Map# 434 Parcels# 24,24A,26,26C],** in the Second District *(postponed from the 06/07/2022 meeting)*

XII. New Business

1. **[2022-343 Public Hearing]** *Mark Barnes*

   Consideration to approve the Second Reading of the Fiscal Year 2022-2023 Budget and Budget Ordinance

2. **[2022-344 Agreement]** *Tim Callanan*

   Consideration to approve an amended Intergovernmental Agreement and Resolution# 022-030 between Effingham County and the Effingham County Hospital Authority

3. **[2022-345 Agreement]** *Alison Bruton*

   Capacity Agreement between Effingham County Prison and the Georgia Department of Corrections

4. **[2022-346 Change Order]** *Alison Bruton*

   Consideration to approve Change Order #1 with Southern Civil LLC for the water booster pump station at Old Augusta Road

5. **[2022-347 Change Order]** *Alison Bruton*

   Consideration to approve Change Order# 4 with Marsh Construction related to Hodgeville Road Fire Station #15

6. **[2022-348 Contract]** *Alison Bruton*

   Consideration to approve to cancel Contract 22-25-008 with Ranger Construction and award updated Contract 22-25-008-1 to Ranger Construction for the 2021 Full Depth Reclamation and Emulsion (FDRE) road resurfacing project

7. **[2022-349 Agreement]** *Alison Bruton*

   Consideration to approve an SAAS Services Agreement with Just Appraised for the Tax Assessor's Office

8. **[2022-350 Task Order]** *Eric Larson*

   Consideration to approve Task Order# 4 with Alliance Consulting to prepare a Design Plans and Construction oversight for a spray field expansion on Low Ground Road

9. **[2022-351 Work Order]** *Eric Larson*

   Consideration to approve a Work Order# 06 with Atlas for engineering design of an alternative intersection design to the Effingham Parkway and Blue Jay Road intersection

10. **[2022-352 Agreement]** *Eric Larson*

    Consideration to approve Amendment #2, the extension of the Master Services Agreement for Professional Services for EOM Operations to perform Public Works related Engineering tasks

11. **[2022-353 Task Order]** *Eric Larson*

    Consideration to approve Task Order 5 for EOM Operations to perform civil engineering related tasks

12. **[2022-354 Contract]** *Eric Larson*

    Consideration to approve Amendment 5 to EOM Operations contract to perform Public Works related tasks

13. **[2022-355 Task Order]** *Eric Larson*

    Consideration to approve Task Order 6 for EOM Operations to perform MS4 related tasks to assure compliance with the County's municipal separate storm sewer system (MS4) permit

14. **[2022-356 Task Order]** *Eric Larson*

    Consideration to approve Task Order 7 for EOM Operations to perform MS4 related tasks to assure implementation with the County's Watershed Protection Plan

15. **[2022-357 Agreement]** *Alison Bruton*

    Approval of the Lease Agreement between Effingham County and the City of Springfield for the Fire Department Building located at 1171 Hwy 119 N, Springfield, GA 31329

16. **[2022-358 Appointment]** *Stephanie Johnson*

    Consideration to approve to reappoint Herb Jones to serve as Non-Public Representative for Effingham County on the Coastal Regional Commission Council

17. **[2022-359 Agreement]** *Tim Callanan*

    Consideration to approve an amended Lease Agreement between the Board of Commissioners and Renasant Bank to extend the use of the facility

XIII. Reports from Commissioners & Administrative Staff

XIV. Executive Session - Discussion of Personnel, Property and Pending Litigation

XV. Executive Session Minutes - No executive session was held, no minutes to be approved.

XVI. Adjournment

Staff Report

Subject: Contract renewal with Spatial Engineering, Inc.
Author: Pamela Melser, GIS Coordinator
Department: GIS
Meeting Date: June 21, 2022
Item Description: Consideration to approve contract renewal with Spatial Engineering, Inc. for GIS Services.

Summary Recommendation:
In November 2019 the board approved a contract with Spatial Engineering for GIS services. This would renew the contract for this budget year with Spatial Engineering for GIS services.

Executive Summary/Background:
In November 2019 Spatial Engineering setup and hosted a copy of Effingham County's data on their servers and made it available with the RightSpot App. The RightSpot App allows for maintenance of Effingham County's utility infrastructure data and provides other GIS related support services, as needed. This contract would cover Effingham County's data hosting, RightSpot access for this year**,** and project work up to the budgeted amount. Total: $4,800 plus any project work up to $50,000, for a total of $54,800. This has been budgeted in the FY 2023 budget.

Alternatives for Commission to Consider
1 - Approve Contract renewal with Spatial Engineering, Inc.

2 – Take no action

3 – Do not approve Contract renewal with Spatial Engineering, Inc.

Recommended Alternative: Alternative 1

Other Alternatives: N/A

Department Review: Asst. County Manager / GIS

Funding Source: 100-7403-225-52-1202.

Attachments: 1**.** Spatial Engineering Proposal

RightSpot™

Renewal

RightSpot GIS Services
Effingham County, Georgia
PID No. 22012

May 24, 2022

Spatial Engineering
Engineer Beyond the Map®
ISO 9001:2015

Spatial Engineering, Inc.
Attn: Richard L Truluck
613 Towne Park West Drive, Suite 202
Rincon, Georgia 31326
Office. 912.826.6688
www.spatialengineering.com

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1 Background

Effingham County (COUNTY), a Tier 2 coastal Georgia county, uses Spatial Engineering, Inc.'s (SPATIAL) RightSpot GIS Services to maintain utility infrastructure data and provide other GIS related support services as needed. This document renews these services for 12 months effective July 1, 2022 and ending June 30, 2023.

2 Points of Contact:

Spatial Engineering, Inc.	Effingham County, Georgia
Project Manager: Ricky Truluck, PE 613 Towne Park West Dr., Ste. 202 Rincon, GA 31326 rtruluck@spateng.com O: 912-826-6688	**GIS Coordinator/Project Manager**: Pamela Melser, GISP 804 S Laurel St. Springfield, GA 31329 pmelser@effinghamcounty.org O: 912-754-8050

3 Definitions

ESD	Effective Start Date is the proposal execution date at initial setup; or the continuation date for renewals.
GIS	Geographic Information System
HTML5	Revision 5 of the "Hypertext Markup Language," the standard programming language for describing the contents and appearance of Web pages.
HTTPS	"HyperText Transport Protocol Secure." Website using the HTTPS protocol to encrypt data sent back and forth with SSL encryption.
NA	Not Applicable
NIC	Not in Contract
PID	Project Identification

4 Task 1 – RightSpot™

Approach: SPATIAL will maintain a RightSpot web portal based on COUNTY GIS data. SPATIAL will coordinate with the COUNTY to determine what data to load into RightSpot. SPATIAL will not edit or change COUNTY data as part of this task. The GIS data will be available to authorized users ONLY. The data will be READ ONLY. The intent is for RightSpot to be an internal tool to view COUNTY GIS data.

4.1 Cost:

1. RightSpot set-up fee: $0 (waived for renewals)
2. 12-months data access: $4,800

4.2 Scope:

1. Host and provide access to COUNTY's GIS data via RightSpot.

2. Provide RSA 4096-bit secure HTTPS encryption.
3. Provide user management and password control.
4. Provide 10 unique RightSpot users.
5. Provide access for tablet and smartphone (requires internet access).
6. Provide RightSpot tools and workflows including:
    - Simple and advance query
    - Global Search
    - Mailing Labels (dependent on County Parcel and Address Point data)
    - Field Notes (with Attachments)
    - Markups (with Attachments)
    - Project As-built data(if data is available)
    - Water Break Isolation (dependent on quality of water data)
    - Sewer Trace (dependent on quality of sewer data)
    - Stormwater Trace (dependent on quality of stormwater data)
    - Flood Zone Report (dependent on flood zoning data)
    - Property Zoning Report (dependent on County Zoning data)

4.3 Deliverables:

1. RightSpot access
2. Monthly updates (based on data changes)
3. CDROM of all GIS data and linked documents, upon request

4.4 Travel:

1. None.

4.5 Schedule:

1. July 1, 2021 – June 30, 2022

4.6 Assumptions:

1. Standard RightSpot set-up procedures apply.
2. All data maintenance will be performed under On-Call Services.
3. SPATIAL does not guarantee access against natural disaster, national disaster, and forces outside our control.
4. SPATIAL does not guarantee internet connectivity between SPATIAL's network demarcation point (DP) and the COUNTY's network DP. To ensure system health and a rapid recovery in the event of hardware failure, Spatial Engineering maintains a backup and disaster recovery plan that includes redundant network providers, emergency backup servers, and remote data backup outside the southeastern US using SPATIAL owned and managed devices.

5 Task 2 – On Call Support (OCS)

Approach: On Call Support (OCS) provides the COUNTY the ability to request data updates, analysis, maps, field collection, application development, etc. on an as needed basis. The County Manager, or their designee, must approve the OCS prior to beginning work.

5.1 Cost:

1. Cost will be estimated and approved per task.
2. SPATIAL will use the current commercial rate schedule. See Attachment A.
3. SPATIAL will estimate and execute with the appropriate skill level.
4. Work requests are billed monthly.

5.2 Scope:

1. SPATIAL will provide services as requested.
2. The COUNTY may request services using email or telephone.
3. OCS may include, but are not limited to:
    a. Data Maintenance – Provide data updates, analysis, maps, field collection, application development, etc. Services may include, but are not limited to:
        i. Data update based on input from COUNTY.
        ii. Scan paper projects map data to PDF format, update GIS Project data layer, and link PDF images to GIS project record.
        iii. Extract/digitize scanned data.
        iv. Field data collection and update.
        v. Collect drone aerial site imagery.
        vi. GPS survey (sub-foot or greater accuracy) of visible features. The intent is to increase confidences in location data.
        vii. Verify physical attributes like size, material, and type. Attributes will be collected on visible features only. This task does not include locating, excavating, or uncovering buried features.
        viii. Photograph surveyed features. Link photo to feature in GIS.
        ix. Custom workflows and configurations.
        x. GIS analysis and products.
        xi. Map production.
        xii. GIS “help desk” support.
        xiii. Data exports.
    b. Data Analysis –
        i. Build topology and identify connectivity gaps.
        ii. Identify discrepancies and anomalies in the data.
        iii. Identify missing attribute data like size, material, etc.
    c. Monthly Updates – Changes to the data made during a given month are available via RightSpot the first business day after the last Thursday of each month.

5.3 Deliverables:

1. Incorporate resulting GIS products into the COUNTY's RightSpot database, where appropriate.
2. Provide OCS products in an Esri geodatabase format per specified requirement.

5.4 Travel:

1. Local travel based on specific request/task.

5.5 Schedule:

1. The schedule of each request is specific to the requirements.

5.6 Assumptions:

1. The County Manager or their designee assigns/approves request.
2. SPATIAL will not bill unless tasked.
3. On-Call Support will be estimated, when requested.
4. SPATIAL will request authorization to proceed for individual tasks is estimated to be over $2,000.

6 Cost Summary

The total estimate for this renewal is $4,800.00. The table below summarizes all costs. Cost assumptions are presented under each Task above.

Cost Summary	
Description	**Item Cost**
Item 1 – RightSpot™ Web Portal (1)	$4800.00
Item 2 – On-Call Services (2)	$0.00
Total Cost	**$4,800.00**

Notes:
1. The cost for Task 1 is fixed for the contract period. The payment for Task 1 is due at the beginning of the contract period. SPATIAL has the right to adjust the RightSpot™ web portal fee at the anniversary of the contract. SPATIAL will provide 90-day notice to the COUNTY of any change to the fee.
2. On-Call Support is estimated when requested.

7 Schedule

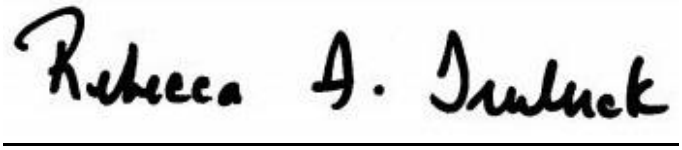
The contract period of performance will begin July 1, 2022 and end June 30, 2023.

8 Renewal and Cancellation Policy

The contract will automatically renew on the anniversary date for an additional one-year term. The COUNTY and SPATIAL may terminate services provided the receiving party is given, in writing, a 30-day notice. Upon termination, SPATIAL will return all COUNTY data in Esri ArcGIS format within 15 calendar days.

9 Proposal Acceptance

If the tasks, schedule, and cost presented in this proposal are acceptable, please sign, date, and return a copy to Spatial Engineering, Inc.

For: Spatial Engineering, Inc.	For: Effingham County, GA
 **Date: 05/25/2022**	**Date:** _____
Rebecca F Truluck, P.E. President O: 912-826-6688 btruluck@spateng.com	**Name:** _____ **Title:** _____

Attachment A – Spatial Engineering Rate Schedule (Effective 1/1/2022)

ITEM#	SIN#	Labor Category	Fully Burden Rate[1]
001	132-51	Project Manager	**$150.20**
002	132-51	Geospatial Analyst III	**$131.12**
003	132-51	Geospatial Analyst II[2]	**$88.34**
004	132-51	Geospatial Analyst I	**$75.46**
005	132-51	Database Manager	**$112.04**
006	132-51	System Administrator	**$89.12**
007	132-51	Software Developer III	**$139.06**
008	132-51	Software Developer II	**$86.80**
009	132-51	Software Developer I	**$74.36**
010	132-51	Technician III	**$88.00**
011	132-51	Technician II	**$80.01**
012	132-51	Technician I	**$67.29**
013	132-51	System Architect	**$138.90**
014	132-51	Business Analyst III	**$133.55**
015	132-51	Business Analyst II	**$105.60**
016	132-51	Business Analyst I	**$85.70**
017	132-51	Data Analyst III	**$99.75**
018	132-51	Data Analyst II	**$86.80**
019	132-51	Data Analyst I	**$71.00**
020	132-51	Documentation Specialist	**$55.00**
021	132-51	Data Specialist II	**$75.00**
022	132-51	Data Specialist I	**$58.00**
100	000-00	Mileage Rate[3]	**$0.585/mi**
400	000-00	Drone[4]	**$75.00**

Notes:

1. Fully burden rates include fee.
2. Labor category includes FAA certified Remote Pilot for Small UAF (drones).
3. Mileage rate taken from IRS published rates effective 1/1/2022.
4. Rate shown is per hour flying time.

Staff Report

Subject: Renewal of the MOU with Effingham County Board of Education for the use of seven (7) school buses.
Author: Alison Bruton, Purchasing Agent & Clint Hodges, Fire Chief / EEMA Director
Department: Purchasing / EEMA
Meeting Date: 06-21-22
Item Description: Consideration to renew the MOU with Effingham County Board of Education for the use of seven (7) school buses.

Summary Recommendation: Staff recommends approval.

Executive Summary/Background:

- The County currently has an MOU in place with the Board of Education which provides the Effingham County prison access to seven (7) buses for the purpose of evacuation in the event of disaster.The term of the MOU is February 17th 2015 to June 30th 2015 after which it will renew annually unless cancelled.
- This MOU establishes the terms and conditions under which the Effingham County Prison will utilize seven (7) buses from the Effingham County Board of Education. It also outlines procedures for assisting the Emergency Management Agency in evacuations for citizens within the County.
- This MOU is an essential part of the Effingham County Hazard Mitigation and Emergency Operations Plan.
- The County Attorney has previously reviewed and approved to form the lease agreement.

Alternatives for Commission to Consider

1. Board approval to allow the MOU with Effingham County Board of Education for the use of seven (7) buses for the purpose of evacuation to automatically renew for the period July 1, 2022 to June 30, 2023.
2. Terminate the MOU.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing & EEMA

Funding Source: Reimbursement cost for any damages and/or fuel costs shall be funded by the Effingham County Board of Commissioners.

Attachments:
MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN

Effingham County Board of Commissioners
-Effingham County Prison-

AND

Effingham County Board of Education

I. Parties

This Memorandum of Understanding (herein referred to as "MOU") is made and entered into by and between the Effingham County Board of Commissioners, located at 601 North Laurel Street and Effingham County Board of Education, located at 405 North Ash Street, Springfield, Georgia 31329.

II. Purpose

The purpose of this Memorandum of Understanding is to outline and standardize operating procedures to be used when emergency transportation is required due to a disaster or an evacuation of the facility; Effingham County Prison and/or in the event an evacuation need arises for the Effingham County Citizens.

III. Payment

The Effingham County Board of Commissioners shall be responsible for the purchase of any and all fuel used during the emergency transport as well as any emergency roadside repairs to include inoperable vehicles which require the use of a tow company to return the vehicle back to the Effingham County Bus Shop.

IV. Terms

This MOU supersedes any previous MOU's and is effective upon the day and date signed and executed by the duly authorized representatives of the parties to this MOU. It shall remain in effect until June 30th, 2015. This MOU shall automatically renew annually however it may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

V. Authority

Authority to activate this MOU for emergency transport will rest upon the Warden of the Effingham County Prison through the Effingham County Emergency Management Agency and/or the Effingham County Emergency Management Agency Director.

VI. Responsibilities

A. Effingham County Prison will:

1. In the event of an unexpected emergency, disaster or an evacuation which requires emergency transport due to evacuation of the Effingham County Prison; will contact the Effingham County Emergency Management Agency to activate this MOU.
2. Will have a contingency plan in place in the event that the Effingham County Board of Education has no busses available at the time of the request.
3. Will be responsible for all fuel used during the emergency transport as well as any emergency roadside repairs to include inoperable vehicles which require the use of a tow company to return the vehicle back to the Effingham County Bus Shop.
4. Will provide legally qualified bus drivers to operate the vehicles at all times.
5. Will assist with the county population evacuation needs as requested by the Effingham County Emergency Management Agency after their priority obligations are met to their prisoners.
6. Will return the vehicles to the Effingham County Bus Shop at the conclusion of the activation of this MOU clean and full of fuel.

B. The Effingham County Board of Education will:

1. Will provide seven (7) buses to Effingham County Prison in the event of an unexpected emergency, disaster or an evacuation which requires emergency transport due to evacuation.
2. Will provide the EEMA Director a current “after hours” contact number for such a request.
3. Will inspect vehicles used and report any noncompliance to the EEMA Director within twenty-four (24) hours of the busses return.

VII. Limitations

It is understood that mechanical issues arise and all seven (7) busses may not be available at the time of the request; It shall be the responsibility of the Board of Education to make all reasonable efforts to fulfill the entirety of the request at the time this MOU is activated, however back up contingency plans should be in place by Effingham County Prison.

VIII. MOU Primary Coordinators

A. Effingham County Board of Commissioners

The Primary Coordinator for this MOU will be:
Warden
Effingham County Prison
601 N. Laurel Street
Springfield, Ga. 31329
Phone: (912) 754-2108
EEMA@effinghamcounty.org

B. Effingham County Board of Education.

The Primary Coordinator for this MOU will be:
Slade Helmly
Executive Director of Administrative Services
Effingham County Board of Education
405 North Ash Street
Springfield, Ga. 31329
Phone: (912) 213-1972
shelmly@effingham.k12.ga.u

VII. Signatures

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this MOU as set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

1. Effingham County Board of Commissioners

Wendall Kessler, Chairman
Effingham County Board of Commissioners

2/17/2015
Date

Signed, sealed and delivered
this 17th day of February,
2015 in the presence of:

Witness

Notary Public

2. Effingham County Board of Education

Randy Shearouse, Superintendant

1/22/15
Date

Signed, sealed and delivered
this 22 day of Jan
2015 in the presence of:

Witness

LINDA L. SMITH NOTARY PUBLIC EFFINGHAM COUNTY, GA MY COMMISSION EXPIRES JULY 29, 2015

Notary Public

This concludes the Memorandum of Understanding between the Effingham County Board of Commissioners and Effingham County Board of Education.

Staff Report

Subject: Approval of a Year 3 Payment for Technical Service Support Agreement with Stryker.
Author: Alison Bruton, Purchasing Agent
Department: Purchasing / EMS
Meeting Date: 6/21/22
Item Description: Consideration to Approve Year 3 Payment for Technical Service Support Agreement with Stryker for EMS equipment.

Summary Recommendation: This Agreement was approved in July of 2020. Staff recommends approval for the Year 3 Payment and continuation of the agreement.

Executive Summary/Background:

- Effingham County EMS has a Service agreement with Physio Control for LifePak devices (ending 9/30/2020), and a Service Agreement with Stryker for LUCAS and Power Cot devices (ending 6/30/2020).
- Stryker has purchased Physio Control and is now operating wholly under the Stryker Brand. Stryker has proposed a three year service agreement for all of the covered equipment and pro-rates pricing on products to create a coterminous end date for ease of renewal in the future.
- The total for the three year Service Agreement is broken down as follows:
    - Power Cots, $7,908.00 Annually, $23,724.00 Total
    - LUCAS, $7,020.00 Annually, $21,060.00 Total
    - LifePak 15, $8,250.00 Annually, $24,750.00 Total

Alternatives for Commission to Consider

1. Board approval of Year 3 of the technical services support agreement.
2. Do not approve the technical services support agreement.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / EMS

Funding Source: EMS Budget

Attachments:

1. Agreement

ProCare Services

stryker

Sales Rep Name: Ryan Jacobsma
ProCare Service Rep: Eric Cross

3800 E. Centre Ave
Portage, MI 49009

Date: 6/23/2020
ID #: 200623155352

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:
Shipping Acct Num: 1295906
Account Name Effingham County EMS
Account Address 285 First Street ext Unit B
City, State Zip Springfield, GA 31329

Name:
Title:
Phone:
Email:

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty		Length	Total
1	6506	Power Cots	EMS Prevent	6		7/1/20 - 6/30/23	$23,724.00
2	LUCAS	LUCAS	Lucas Prevent Onsite	5		7/1/20 - 6/30/23	$21,060.00
3	LP15	LifePak 15	LP15 Prevent Onsite	5		10/1/20 - 6/30/23	$24,750.00

PROGRAM INCLUDES:

EMS Prevent:

*Includes parts, labor, travel
*Includes 1 annual PM inspection
*Includes unscheduled service
*Includes battery replacement
*Includes product equipment checklists.
*Replacement parts do not include mattresses, and other Disposable or expendable parts.

LUCAS Prevent Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test linear sensor and recalibrate if needed
- Lubricate and adjust mechanical parts, including compression module and claw lock
- Clean hood, fan, intake and bellows
- Perform functional test on all mechanical components and electronics
- Computer-aided diagnostics
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure*
- LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Stryker*
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap

**(Onsite Repairs or Depot Depending on Agreement) **

LP15 Prevent Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
- Power-adapter repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
- Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.

**(Onsite Repairs or Depot Depending on Agreement) **

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	$69,534.00
Annual Payments $23,178.00		
See below for complete payment schedule	**FINAL TOTAL**	**$69,534.00**

Kelly LaFave 7/22/20

Stryker Signature Date

Jami DeLoach 07/21/2020

Customer Signature Date

Jamie Deloach, ECBOC Vice Chair

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at **https://techweb.stryker.com**
The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

If contract is over $5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
**Quote pricing valid for 30 days.

PAYMENT SCHEDULE

Date	Payment	Int Paid	Prin. Remaining	Balance
Starting Balance				**$ 69,534.00**
7/1/2020	$ 23,178.00	$ -	$ 46,356.00	$ 46,356.00
7/1/2021	$ 23,178.00	$ -	$ 23,178.00	$ 23,178.00
7/1/2022	$ 23,178.00	$ -	$ -	$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	6506	180140670	EMS Prevent
2	6506	171241728	EMS Prevent
3	6506	171241727	EMS Prevent
4	6506	171241726	EMS Prevent
5	6506	171241725	EMS Prevent
6	6506	171241724	EMS Prevent
7	LUCAS	35174157	Lucas Prevent Onsite
8	LUCAS	35173722	Lucas Prevent Onsite
9	LUCAS	35174078	Lucas Prevent Onsite
10	LUCAS	35174479	Lucas Prevent Onsite
11	LUCAS	35174478	Lucas Prevent Onsite
12	LP15	44097113	LP15 Prevent Onsite
13	LP15	44095507	LP15 Prevent Onsite
14	LP15	44063925	LP15 Prevent Onsite
15	LP15	44094849	LP15 Prevent Onsite
16	LP15	44095353	LP15 Prevent Onsite

Purchase Order Form

stryker

Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number 200623155352

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	0
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	1295906
Company Name	Effingham County EMS
Contact or Department	0
Street Address	285 First Street ext Unit B
Addt'l Address Line	
City, ST ZIP	Springfield, GA 31329
Phone	-

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment **Stryker Quote Number** 200623155352

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020

stryker®

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users

- Transactional service (time and material) is available for non-contract customers
    - o If a component has failed on your device, your local Sales Representative should be contacted for support

- Contractual service
    - o Stryker will continue to offer contractual service on a yearly basis only

    - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections

    - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

ADDENDUM TO COUNTY MULTI-YEAR CONTRACT,
PROCARE TECHNICAL SERVICE AGREEMENT

This Addendum is made a part of and incorporated into the ProCare Services Agreement (hereinafter referred to as "Contract") between The Board of Commissioners of Effingham County, Georgia ("County") and Stryker Sales Corporation, through its Medical Division, dated 07/21, 2020, as follows:

1. Notwithstanding anything to the contrary contained herein, this Contract shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. Section 36-60-13, the provisions of which are incorporated herein. The contract shall be automatically renewed for one (1) year terms unless County gives notice of non-renewal not later than sixty (60) days prior to the expiration of any renewal term.

2. The total maximum contract obligations for the fiscal year 2021 shall be $23,178.00. The maximum contract amount for fiscal years 2022, and 2023 shall be $23,178.00 respectively. The total combined maximum annual payments over the three (3) year term is $69,534.00. Contracts under O.C.G.A. Section 36-60-13 and contracts of the County under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia in any fiscal year, excluding Guaranteed Energy Savings Contract, shall not exceed in an amount equal to 7.5% of the total local revenue collected for maintenance and operation of County in the most recently completed fiscal year.

3. This Addendum shall be deemed to obligate County only for those sums payable during the current fiscal year of execution or in the event of renewal by County for those sums payable in the individual fiscal year renewal term, fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

4. To the maximum extent permitted under applicable law and, in that regard, County and Stryker expressly acknowledge and agree that this Contract shall be subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree

that the provisions of this Contract shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

5. Any portion of the Contract regarding indemnification apply only to the extent permitted by law, and any applicable case law, including under CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688.

6. Further, County is obligated only to make such payments as may lawfully be made from funds budgeted and appropriated for that purpose during County's then current fiscal year. Should County fail to budget, appropriate or otherwise make available funds to pay the Contract following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term.

Except as modified hereby, the Schedule, and the terms and provision of the Contract, are and shall remain in full force and effect and, except as modified hereby, the rights and obligations of the parties are not modified or affected in any way.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Stryker Sales Corporation, through its Medical Division

By: Tom Tackabury
Name: Tom Tackabury
Its: Sr. Sales Manager, ProCare

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: Jami DeLoach
~~Wesley Corbett~~ Jamie Deloach
Its: Vice Chairman

Attest: S. Johnson
Stephanie Johnson
Its: County Clerk

Staff Report

Subject: Approval to renew the agreement with Tarheel Medical Billing dba Colleton Software, Inc for EMS Billing Services
Author: Alison Bruton, Purchasing Agent
Department: EMS
Meeting Date: June 21,2022
Item Description: Agreement Renewal with Tarheel Medical Billing dba Colleton Software, Inc for EMS Billing Services

Summary Recommendation: Staff recommends approval

Executive Summary/Background:

- EMS utilizes the services of a third-party vendor to process payments from individuals who use emergency medical services. This agreement was approved by the Board of Commissioners beginning July 1, 2019.
- Staff is requesting to continue with the agreement. This agreement has been previously approved to form by the County Manager.

Alternatives for Commission to Consider

1. Approval to ratify the renewal of the proposal from Tarheel Medical Billing dba Colleton Software, Inc.
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: EMS, Finance, Purchasing
Funding Source: EMS Budget
Attachments: Executed Agreement and Addendum

AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES

THIS AGREEMENT FOR EMERGENCY MEDICAL BILLING SERVICES (the "Agreement") is made and entered into this 1st day of July 2019 (the "Effective Date"), by and between Tarheel Medical Billing, Inc. dba as Colleton Software, a corporation organized and existing under the laws of the State of North Carolina ("TMB"), and Effingham County Emergency Medical Services –a department of the County of Effingham, a body politic of the State of Georgia (the "Client"). In the remainder of this Agreement, TMB and Client shall be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, TMB is in the business of providing medical billing and collection services to the health care industry; and

WHEREAS, Client desires to obtain billing and collection services from TMB to assist in the collection of accounts receivable; and

WHEREAS, TMB wishes to provide billing and collection services for Client upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree to the following terms and conditions:

1. **PURPOSE**. The Parties hereby acknowledge and agree that during the Term (as hereinafter defined) of this Agreement, TMB will be the sole and exclusive provider of medical billing and collection services for Client (collectively, the "Services"). Client understands, acknowledges and agrees that there may be accounts assigned to TMB pursuant to this Agreement for which TMB determines, in its sole discretion, that collection services are not warranted. In the event that TMB makes such a determination about an account, TMB will return the account to the Client, so advise Client in writing, and TMB will have no obligation to perform any collection services with regard to the returned account. Any additional services requested by Client of TMB not explicitly defined within this Agreement will be considered to be separate and apart from this Agreement and subject to negotiation and additional fees for services rendered, provided no such additional fees shall be charged to or incurred by Client without Client's additional written consent.

For the purpose of this contract, a collectible is defined as the receipt of all information required in order to properly submit the claim to the appropriate payment source.

Client represents and warrants to TMB as follows:

(A) That all accounts referred to TMB for collection pursuant to this Agreement
(i) have been timely referred to TMB,
(ii) have not been charged off or otherwise reduced to a zero balance,
(iii) were generated in the ordinary course of business,
(iv) have been properly coded,

Initials _____ _____

(v) are collectible, revenue-generating accounts and

(vii) have not been sent to TMB for account processing or any other type of administrative-type service, with the exception of administrative-type services that are incidental to performing collection Services on revenue-generating accounts;

(B) by entering into this Agreement and/or performing its obligations hereunder, Client will not be in breach of any obligation to, covenant not to compete or restrictive covenant with, any third party; and

(C) All amounts (including without limitation fees, costs and charges) included in all accounts referred to TMB for collection pursuant to this Agreement (i) are permitted and are collectible under all federal, state and local laws, rules and regulations applicable to Client, Client's business and TMB and (ii) will be either (a) expressly authorized by the agreement creating the debt or (b) permitted by law

2. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a period of 3 year(s), commencing on the 1st day of July, 2019, and terminating at 11:59 p.m. on the 30th day of June, 2022 (the "Initial Term").

Upon the expiration of the Initial Term, this Agreement will automatically renew for up to TWO (2) year period (the "Renewal Term;" the Initial Term and the Renewal Term, if exercised, are hereinafter collectively referred to as the "Term"), on the same terms and conditions set forth herein, unless Client delivers to TMB written notice

(i) of termination or

(ii) of Client's desire to renegotiate the terms of this Agreement, at least ninety (90) days prior to the expiration of the then current Term.

3. **TMB'S RIGHTS, DUTIES & OBLIGATIONS.** It is hereby acknowledged and agreed by the Parties that, during the Term of this Agreement, TMB will provide the Services for Client, subject to the following conditions:

(A) Accounts Receivable Management Services. TMB will provide Client the following insurance filing and additional patient billing services:

(i) Insurance Filing. Claims for reimbursement or payment for ambulance or wheelchair transportation provided by the Client will be submitted to insurance carriers' by TMB after TMB receives the necessary data to file the claim via the the Electronic Patient Care Reporting Software. If the insurance claim remains unpaid for more than forty-five (45) days or TMB does not receive notification from the insurance company as to payment or refusal of the claim thereof, TMB will, in TMB's sole discretion, institute necessary procedures to continue collection of the account as TMB deems necessary. Accounts with outstanding balances remaining after the insurance company and/or third-party payor determines benefits payable will be billed directly to the patient/guarantor by TMB or as dictated by the Client. Medicare and Medicaid claims will be filed to the appropriate state and or federal agency within 8 hours' receipt via

Initials _____ _____

Gateway EDI interchange and will be processed by TMB until all revenue resources are collected or eligibility and payment options are exhausted.

(ii) Direct Patient Billing. At the direction and instruction of Client, TMB will mail an initial statement of account to all patients/guarantors without insurance and to patient/guarantor after receipt of denial or partial payment from the insurance company or third-party payer. Billing will only occur after TMB receives the necessary billing data via EPCR. After the initial statement, the account will be entered into a thirty (30) day billing cycle. After an account reaches ninety (90) days without activity that account balance will be cleared and TMB will no longer bill the account with the following exceptions:

Patients are billed by TMB as follows

After the call is received via EPCR from the company, TMB will send the patient a letter of fact stating that TMB is billing the primary payer source (when available) for the patient and the call conducted by the company.

Patient Pay Accounts

For patients without any additional secondary source of payment, TMB will send the patient a bill and statement on 30 days, 60 days and 90 days increments. Patients that communicate additional information with TMB will continue to receive monthly statements as long as the account is actively collecting funds or communicating new information.

Any patient that request to pay the balance of their account over a specific time frame will continue to receive monthly statements to reflect payments made on their account balance.

Commercial Insurance and Medicare

After we receive payment from a primary payer source, TMB will then bill the patient any balance that exist on the account. TMB will bill the patient at 30 days, 60 days and 90-day intervals or until the account balance is settled. Patients that request for a payment plan will be handled on a case by case basis. Statements will be sent monthly to patients paying balances over time.

Medicaid

Per Medicaid law, TMB cannot legally bill the balance of the account. Medicaid under North Carolina law, requires the biller to accept the Medicaid as payment in full and does not allow for the patient to be billed for additional funds.

Initials _____ _____

(B) Provided Materials. TMB will furnish and provide all material needed for billing accounts, including but not limited to insurance claim forms, patient mailers, paper supplies and postage.

(C) Deposits. TMB will mail all deposit and payments received by TMB to of the Client. TMB will have no authority over any accounts maintained by the Client.

(D) Accounts Receivable Management Reports. TMB will provide the Client with accounts receivable management reports on a monthly basis. The reports will be submitted to the Client no later than the 10th day of the following month via email to the address from which TMB receives the ePCR data. The reports shall include the following information:

(i) Monthly financial report reflecting the month-to-month and year-to-date transaction summaries, including but not limited to amounts billed, paid and adjustments;

(ii) Check registry reports reflecting a list of revenues received and totals; and

(E) Return of Non-Collectable Accounts. TMB will provide the Client with a monthly list of all accounts that TMB will no longer bill and will return all documentation regarding such accounts to the Client simultaneously with the corresponding accounts receivable management report.

(F) Sub-Contract. TMB may, in its sole discretion, subcontract any work that it deems appropriate or necessary to third parties. TMB agrees to assume all responsibilities for the work of the subcontractor and the fees charged by the subcontractor.

(G) Disclaimer of Warranties. With the exception of the express representations and warranties set forth in this Agreement, TMB disclaims without limitation any and all promises, representations and warranties (express, implied, and/or statutory) pertaining to any billing/collection services furnished hereunder. Additionally, TMB makes no representation or warranty as to the timing or to the amount of collections to be realized in connection the performance of billing/collection services hereunder, and TMB does not guarantee a specific collection percentage.

Initials

(H) TMB will process all Medicare, Medicaid and commercial insurance paperwork required to receive the client's PTAN and NPI numbers and connect those numbers to any and all electronic submission requirements that TMB uses to submit Client's claims. The Medicare PTAN numbers and change of address requests for new billing services may take up to 60-90 days to be processed by the appropriate Medicare sources. After the PTAN numbers or change of address is received TMB will process the paperwork to connect Client's PTAN number to TMB's submitter ID in order to submit all claims electronically and this process may take up to an additional 15 days. Medicare payments are received via direct deposit to Client's account approximately 14 days after the call and all supporting paperwork are submitted to TMB.

4. **CLIENT'S RIGHTS, DUTIES & OBLIGATIONS.** During the Term of this Agreement, Client agrees that TMB will be the sole and exclusive provider of Services for Client and Client will not enter into any other agreements or arrangements concerning the billing and/or collection of medical accounts nor use self or in-house collection without TMB's written consent thereto, not to be unreasonably withheld. This Agreement is subject to the following conditions:

(A) Provide Information. Client agrees to provide all necessary documentation for billing and claims processing including, but not limited to, the following:

(i) All information as required from time to time by TMB to process accounts for services rendered by the Client;

(ii) Client will install and operate ESO Solutions or other agreed upon ePCR and will submit all requested information to TMB via ESO SOLUTIONS or other agreed upon ePCR in a timely manner;

(iii) Client agrees to keep all necessary information to support third party claims, Medicare waivers, and medical authorization releases on file in accordance with state and federal regulations. The Client also will notify TMB in the event signatures are not obtained with each data file submission;

(iv) Client shall retain and be responsible for clarifying or obtaining any additional information reasonably and/or legally necessary for billing claims/patients which shall include scanned copies of hospital records and other information provided by third parties including but not limited to insurance documents and patient instruments. Information to be provided includes but is not limited to information required by the software, technician's signatures and doctor's signatures when applicable;

(v) Client shall promptly notify TMB of any change in the management of Client;

Initials: _____ _____

(vi) Client shall promptly notify TMB of any changes to Client's inventory of vehicles, either through the addition of new vehicles or through the disposition of vehicles;

(vii) Client shall promptly notify TMB of any change of address for Client; and

(viii) Any additional information requested by TMB reasonably and/or legally needed to process/support a claim. Any such information will be submitted by Client to TMB within ten (10) days of written request by TMB to the extent possible, and otherwise as promptly as possible thereafter.

Client acknowledges and agrees that TMB shall have no obligation to commence collection activities on an account until Client has provided to TMB all of the information required pursuant to this Section 4(A). TMB may, in its sole discretion, elect to commence collection activities on an account prior to receiving all of the information required under this Section 4(A).

(B) Transmission of Data. Client agrees to email all data collected by ePCR within seventy-two (72) hours of receipt. The Client shall immediately notify TMB should the transmission of the data be delayed for reasons beyond the Client's control together with the projected time in which the data will be transmitted.

(C) Limited Power of Attorney. Client hereby grants to TMB power of attorney coupled with an interest for the purpose of giving TMB permission to sign on its behalf all forms and documents necessary for reimbursement to the Client. TMB is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and related mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. TMB shall have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein or approved in writing hereafter by Client.

(D) Address Changes. Client agrees to make or allow TMB to make necessary address changes in order that payments and correspondence relative to billing activities may be sent directly to TMB's mailing address.

(E) Signing of Forms. Client agrees to sign all forms that are required by Medicare, Medicaid, Champus and any other insurance carriers or payers necessary for TMB to perform the Services.

(F) DELETED To adhere to Freedom of Information Act

(G) Copyrighted Materials. Client agrees and understands that TMB retains all ownership interest and all rights to the all applicable software owned by TMB.

Initials DBL

In the event of termination, expiration or breach of this Agreement, Client agrees to immediately return any software provided under the terms of this Agreement to TMB, but in no event within thirty (30) days. Client shall not make any copies of software provided by TMB.

(H) Performance. Both parties understand and agree that the obligation of the other party to perform under this Agreement is conditioned upon their own timely compliance with its terms and conditions. In the event either party breaches any such term or condition, or causes any such term or condition to be breached, the obligations of the non-breaching party to perform under this Agreement shall automatically terminate, and that party shall have no further liability or obligation to the breaching party.

(I) Reimbursement. Client shall reimburse TMB for reasonable costs and expenses that TMB incurs to search, restore, compile, photocopy or otherwise reproduce and deliver information, data or documents pertaining to Services provided under this Agreement whether requested by the Client, its agents and representatives, the person for whom healthcare services were provided, the responsible party on the referred account, the U.S. Department of Health and Human Services or any other person or entity entitled to such information by operation of law or contract when such reproduction requires resources or effort that exceed what is necessary to provide commonly requested information. All reimbursements shall be made within thirty (30) days of Client's receipt of invoice for same from TMB. TMB shall exercise its best efforts to limit the costs associated with, and will seek the prior written approval of Client before, undertaking any activities under this provision for which TMB may seek reimbursement from Client, and except to the extent any such activities are legally required to be taken by TMB, Client shall not be charged for or incur any costs associated with reimbursing TMB for such activities if not pre-approved by Client. In the event that such activities are legally required to be taken by TMB, TMB will provide notice to the Client.

(J) Non-Solicitation. During the term of this Agreement, and for a period of two (2) years thereafter, Client agrees that it will not, without the prior written consent of TMB, either directly or indirectly, on its own behalf or in the service or on behalf of others, knowingly solicit or knowingly attempt to solicit any person employed by TMB, whether or not such employee is a full-time, part-time or temporary employee.

(K) Direct billing - Emergency Medical Services for stand by events

During the term of this Agreement, the client may bill directly to the source for standby services provided to the entity where the client provides personnel and / or other resources in exchange for a flat fee. These services may include but is not limited to events, festivals, sporting events, local racing facilities or any other activity where the company provides a stand by resource and charges the organizer. These activities may be billed by the company directly without informing TMB. TMB will not be owed any compensation for these services either directly or indirectly

5. **MUTUAL RIGHTS, DUTIES & OBLIGATIONS OF THE PARTIES.** The following rights, duties and obligations apply to the Parties:

Initials _____ _____

(A) Compliance with local, state and federal regulations. The Parties agree to comply with all applicable local, state and federal laws, rules and regulations.

(B) Operation of Law. In the event that this Agreement or any part of this Agreement is deemed to be contrary to local, state, or federal law by counsel for Client or TMB, or, in the opinion of counsel, presents substantial legal risk to either Party, Client and TMB agree to use their best efforts to make changes to the Agreement to the minimum extent necessary to make this Agreement consistent with applicable laws, and to try to retain as closely as possible the original terms reflected in this Agreement. If this Agreement cannot be modified or amended in a way that is mutually agreeable to Client and TMB and complies with applicable law after Client and TMB have used their best efforts, then either Client or TMB may terminate the Agreement. Client and TMB expressly acknowledge that it has been and continues to be their intent to comply with all federal, state, and local laws, rules and regulations.

(C) Record Retention. The Parties agree that TMB shall retain, for such period(s) of time as TMB deems necessary, such documents and records as TMB deems appropriate related to this Agreement and the Services provided hereunder in order to comply with applicable laws, rules and regulations and TMB shall have the right to disclose such documents and records to such governmental authorities as required by law. This section shall survive the expiration or termination of this Agreement. In addition to any other provision of this Agreement providing that such documents and/or records shall be returned to Client following any termination hereof, to the extent that TMB retains such documents and/or records thereafter, prior to finally disposing of same, TMB shall exercise good faith efforts to offer to deliver the same to Client again and at any actual costs reasonably incurred by TMB to do so at such time.

(D) Patient Confidentiality (HIPAA). The Parties agree that TMB may be considered a "business associate" of Client under the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (HIPAA)

(E) Confidential Information. The Parties acknowledge that the Confidential Information (as hereinafter defined) of each Party is of substantial value and that its value may be destroyed by the disclosure thereof to a third party not contemplated under this Agreement. Accordingly, the Parties, for themselves and their respective employees and agents, covenant and agree only to the extent permitted by law, that they will treat and hold as private all Confidential Information of the other Party and that they will not, without the express written consent of a duly authorized officer of the other Party, divulge, furnish or make accessible to anyone, or otherwise disclose, directly or indirectly, any Confidential Information. Additionally, the Parties, for themselves and their respective employees and agents, covenant and agree only to the extent permitted by law, that they will refrain from using any of the Confidential Information except in connection with the performance of their respective obligations under this Agreement, and deliver promptly to the other Party or destroy, at the request and option of such Party, all tangible embodiments (and all copies) of Confidential Information in its possession. The term "Confidential Information" as used herein includes, but is not limited to, Trade

Initials

Secrets (as hereinafter defined), any and all proprietary information, information not made available to the public about sales, costs, pricing, marketing, ideas, problems, developments, research records, technical data, computer programs, processes, plans for product or service improvement and development, business and strategic plans and methods, lists of patients, customers or clients, expirations, financial information, forecasts, patient, customer or client records, and any other information concerning the Parties, their businesses, affairs, shareholders, officers and employees that is not already generally available to the public and regardless of its form of medium. For purposes of this Section 5(E), the term "Trade Secrets" shall have the meaning ascribed to it in the North Carolina Trade Secrets Act, N.C. Gen. Stat. § 66-152(3) *et seq*.

The term "Confidential Information" does not include: (i) information which is or becomes publicly available other than as a result of acts by the receiving Party in breach of this Agreement, (ii) information which is disclosed to the receiving Party by a third party on a non-confidential basis without violation of this Agreement or similar confidentiality agreement, or (iii) information which is deemed within the sole discretion and opinion of applicable legal counsel to either party to be required to be disclosed in compliance with applicable laws or regulations, including without limitation laws applicable to Client as a local government entity subject to certain open records laws applicable to such entities operating within the State of North Carolina, or by order of a court or other regulatory body of competent jurisdiction.

In the event that either Party, its employees or agents, are requested or required (by oral question or request for information or documents in any legal proceeding, deposition, interrogatory, subpoena, or similar process) to disclose any Confidential Information, such Party, its employees or agents, will notify the other Party promptly in writing of the request or requirement so that such Party may seek an appropriate protective order or waiver in compliance with the provisions of this Section 5(E). If, in the absence of a protective order or the receipt of a waiver hereunder, a Party, its employees or agents are, on advice of counsel, compelled to disclose any Confidential Information to any legal tribunal or else stand liable for contempt, such Party, its employees or agents, may disclose the Confidential Information to the tribunal; provided, however, that such Party, its employees or agents, shall use their best efforts to obtain, at the request of the other Party, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the other Party shall designate.

The provisions of the Section 5(E) shall survive the expiration or other termination of this Agreement. The complete terms and conditions of this Agreement shall not be deemed or considered to be confidential information.

(F) Cooperation. TMB and Client covenant and agree that they will cooperate and work in good faith with each other and will not commit any acts or omit any acts that might tend to obstruct either Party in performing its duties under this Agreement.

Initials _____ _____

6. FEES FOR SERVICES RENDERED.

(A) Administration Fee. Client **will not** be charged an administrative fee for the establishment of this account with TMB.

(B) Fee. For all Services provided, TMB will charge, and Client hereby agrees to pay, a contingent collection fee equal to 5.69 % of payments made on accounts assigned, regardless of whether the payment is made to TMB or to Client. All fees paid by Client to TMB are payable in U.S. dollars only.

For as long as Effingham County maintains and executes an active billing contract with Tarheel Medical Billing, TMB will provide a working copy of the electronic patient care reporting software created and maintained by ESO Solutions at no cost to the county.

TMB will provide the base package of ESO's primary ePCR package and pay for the monthly base subscription fee for the county. Additional modules and implementation and training expenses remain the responsibility of the county. TMB will coordinate the project planning with ESO Solutions with regard to the installation and implementation of the product within the county.

(C) Payment Terms: TMB will submit an invoice on or around the 10th day of the month for the commission due on monies collected by TMB during the preceding calendar month. The invoiced amount is due upon receipt. Payment must be received by TMB within thirty (30) days from the Client's receipt of the invoice.

Fees outstanding are subject to a late charge of one and one-half percent (1½%) per month or the maximum amount allowed by law, whichever is less.

Client agrees to report to TMB, within thirty (30) days of Client's receipt of a payment, any and all payments received directly by Client or its agent on accounts that are in the possession of TMB and agrees that TMB will be entitled to receive regular agreed collection fees on said payments.

(D) Attorney/Collection Fees. In the event that either party retains an attorney or collection agency to assist in the collection of any amounts owed to it by the other party under this Agreement, the costs and fees incurred as a result of such retention shall be added to the amount to be collected therefrom. Each party will be responsible for all reasonable attorneys' fees and costs incurred by the other party as a result of any breach of this Agreement.

(E) Right to Offset. In addition to all other remedies available to TMB, in the event Client fails in its obligation to pay TMB in a timely manner in accordance with the terms of this Agreement for Services, or any other amounts owed, and Client fails to cure said obligation within a ten (10) day period following notification from TMB, TMB shall be entitled to offset any such unpaid amounts against any and all amounts received by TMB as payment on accounts referred to TMB pursuant to this

Initials _____ _____

Agreement, provided nothing herein shall be construed as to provide TMB with any right of offset or access to any funds already deposited into Client's bank accounts pursuant to this Agreement.

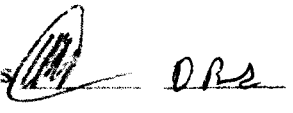
(F) Right to Terminate. In the event any invoice remains unpaid more than thirty (30) days after the invoice date, TMB shall have the right to temporarily discontinue the performance of the Services and its other obligations under this Agreement and/or to terminate this Agreement, and TMB shall have no further liability or obligation to Client. In the event TMB terminates this Agreement pursuant to this Section 6(F), Client shall immediately pay to TMB all amounts then due and outstanding.

7. LIMITATION OF LIABILITY.

(A) Subject to Section 7(C) below, neither party shall be liable to the other party or to any third party for any damages resulting from or related to this Agreement or the Services performed hereunder, except for damages resulting from the gross negligence, recklessness, or willful misconduct of any such party, or its affiliates, parent companies, subsidiaries, including without limitation the officers, directors, shareholders, members, employees, subcontractors, representatives, assigns, successors, heirs, or other agents thereof or any kind whatsoever..

(B) In no event shall either party be held liable to the other party or any third party for any incidental, indirect, special, consequential or punitive damages whatsoever, including, without limitation, damages for loss of profits or revenues, loss of data, business interruption, or any other damages or losses arising out of or related to this agreement or the performance or breach thereof, regardless of the theory of liability (contract, tort or otherwise), even if such party has been advised of the possibility thereof.

(C) Except with respect to any liability arising from actions based upon intentional fraud or misrepresentation by either party which shall not be subject to the limitation of liability imposed by this provision, the entire liability for either party for any matter arising from or related to this Agreement shall be limited to the amounts paid by Client to TMB under, and during the Term of, this Agreement.

Initials: 

8. **TERMINATION OF AGREEMENT.**

(A) This Agreement may be terminated as follows:

(i) **By written notice by either Party in the event that the other Party has defaulted under the terms of this Agreement and shall have failed to remedy such default within thirty (30) days (ten (10) days for a payment default) after written notice thereof from the non-defaulting Party unless such cure shall reasonably take a longer period and the defaulting Party provides assurance that it is attempting to timely cure; or**

(ii) By either Party for any reason and at any time by providing NINETY (90) days prior written notice of such intent to the other Party. During the NINETY (90) day period, the Agreement shall continue in full force and the Parties shall be obligated to act in accordance with this Agreement.

(iii) Notwithstanding any provisions contained herein to the contrary, this Agreement may be immediately terminated by either party, with no further obligation, if the other party is charged by any governmental regulatory body or law enforcement agency with engaging in any illegal conduct or committing any act which may be classified as a felony or a misdemeanor under state or federal law.

(B) In the event that this Agreement is terminated, the Parties agree that:

(i) TMB will not be liable for any costs incurred by the Client in securing another billing collection agency;

(ii) TMB will not pay or refund money earned as a result of Services provided to the Client;

(iii) TMB will return to the Client all of Client's property including financial records, statistical information, files and patient medical records and accounts in a reasonable time period and without charge therefore. Once the aforementioned information is delivered to the Client, Client agrees to release TMB of all liability for the information's safekeeping; and

9. **INDEMNIFICATION.** TMB and Client each agree to and do hereby assume responsibility for their respective acts or omissions which may give rise to any claim arising out of this Agreement. TMB and Client, to the fullest extent allowed by law, shall indemnify and hold harmless the other Party and the other Party's affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, attorneys, predecessors, successors, representatives, insurers, assignees, agents, employees, executors, administrators and heirs, from and against all claims, liabilities, losses, costs and

Initials _____ _____

expenses (including reasonable attorneys' fees with respect thereto) arising out of or attributable to (i) such Party's acts or omissions and (ii) any misrepresentation or breach of any agreement, representation, warranty or covenant made herein by such Party.

Additionally, each party shall indemnify and hold harmless the other party and its affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, attorneys, predecessors, successors, representatives, insurers, assignees, agents, employees, executors, administrators and heirs, from and against all claims, liabilities, losses, costs, penalties and expenses (including reasonable attorneys' fees with respect thereto) arising out of or attributable to any breach or violation of any Medicare rules or regulations by such party or its affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and its and their officers, directors, shareholders, partners, members, employees and/or agents.

The Party to be indemnified hereunder (the "Indemnified Party") shall notify the other Party (the "Indemnifying Party") in writing concerning the nature of any claim for indemnification made hereunder within thirty (30) days after receipt of knowledge of the facts upon which such claim is based, time being of the essence, setting forth specifically the facts giving rise to the alleged claim, the basis for the claim and the amount of liability asserted to the extent known.

The Indemnifying Party shall have the right to conduct the defense of any claim or action commenced by a third party against the Indemnified Party with respect to which Indemnified Party has asserted a claim to receive indemnification and in which Indemnifying Party has an indemnification obligation, provided that the Indemnifying Party must so elect by notice to Indemnified Party within thirty (30) days after receipt of written notice thereof from the Indemnified Party. In defending, compromising or settling any such claim or action, the Indemnifying Party shall exercise due regard for the continuing business interests of the Indemnified Party and shall not settle any claim without the prior written consent of the Indemnified Party if the Indemnified Party would be adversely affected thereby. In the event that the Indemnifying Party shall not elect to defend any such third-party claim or action, the Indemnified Party shall use commercially reasonable business judgment in defending, settling or compromising such claim or action and shall notify the Indemnifying Party prior to settling or compromising any such claim or action. The Indemnified Party shall cooperate fully with the Indemnifying Party in defense of all such claims or actions which the Indemnifying Party elects to defend, and the Indemnified Party shall have the right, at its own cost and expense, to employ counsel to assist in such defense, which counsel may consult or confer with and advise counsel or other representatives of the Indemnifying Party with respect thereto. The cooperation of the Indemnified Party is a condition to the Indemnifying Party's continuing indemnification obligation hereunder and the Indemnified Party's cooperation shall include making available to the Indemnifying Party the time and assistance of its officers, directors, owners and employees, and providing access to and the right to make copies of and excerpts from all pertinent documents, books and records to the extent they are in the Indemnified Party's possession or within its control.

Initials _____ DBe

The Indemnified Party shall use commercially reasonable business judgment in defending and minimizing total costs and damages with respect to any claim for which the Indemnifying Party may become responsible hereunder prior to making a claim against the Indemnifying Party hereunder.

The provisions of the Section 9 shall survive the expiration or other termination of this Agreement.

10. *MISCELLANEOUS.*

(A) Entire Agreement. Except as otherwise expressly stated herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all other agreements, whether oral or written, regarding the same. The terms of this Agreement are contractual, not merely recital, and are the result of negotiation among the Parties. This Agreement has been carefully read by the Parties. The contents of this Agreement are known and understood by all, and it is freely and voluntarily executed by each Party. Each person executing this Agreement in a representative capacity has the authority to execute the Agreement and bind the Party it represents to such Agreement. No Party relies or has relied on any statement, representation, omission, inducement, or promise of any other Party in executing this Agreement, except as expressly stated in this Agreement

(B) Modifications. This Agreement can only be modified by a written agreement duly signed by authorized representatives of TMB and Client, and variances from or addition to the terms and conditions of this Agreement in any order or other writing will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, the Parties covenant and agree not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and the Parties further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

(C) Headings. All headings are inserted for convenience of the Parties and do not define or reflect the contents of the specific terms and conditions, nor shall any headings be used in construing the meaning of same within this Agreement.

(D) Force Majeure. The failure by either party to any extent to perform under this Agreement, in whole or in part resulting from causes beyond the reasonable control of such party shall not render such party liable in any respect, nor be construed as a termination of this Agreement, nor work an abatement of compensation due hereunder, nor relieve the other party from the obligation to fulfill any term or condition herein.

Initials DBS

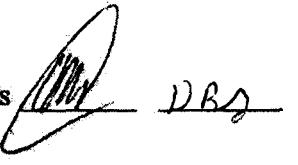
(E) Assignability. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

(F) Waiver. Any waiver by any Party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or of any other provision of this Agreement. Failure by any Party to enforce any of the terms, covenants or conditions of this Agreement for any length of time or from time to time shall not be deemed to waive or decrease the rights of such Party to insist thereafter upon strict performance by the other Party.

(G) Severability. The Parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, the Parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance, except to the extent such remaining provisions constitute obligations of another Party to this Agreement corresponding to the unenforceable provision.

(H) Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Subject to Section 11 above, any claim or dispute hereunder shall be made or brought only in the state court sitting in **Effingham County** or federal courts sitting in the State of Georgia, the Parties hereto waiving any claim or defense that such forum is not convenient or proper. Each Party hereby agrees that any such court shall have in personam jurisdiction over it.

(I) Independent Contractor. In performing the Services under this Agreement, TMB's relationship with Client shall be that of an independent contractor. No partnership, joint venture, agency or employer-employee relationship is intended or shall be created between the Parties. TMB and its employees shall be free to dispose of such portion of their entire time, energy and skill during times in which they are not required to provide Services hereunder to Client, in such manner and in pursuit of such activities or business ventures as TMB and its employees shall choose. TMB shall not be entitled to participate in any plans, arrangements or distributions of Client pertaining to or in connection with any pension, stock, bonus, profit sharing or other fringe benefit plan. Client shall have no right to control the specific method or manner in which TMB performs the Services hereunder.

Initials 

(J) Presumptions. Neither this Agreement nor any provision contained herein shall be construed against any Party due to the fact that this Agreement or any provision contained herein was drafted by said Party.

(K) Advice of Counsel. Each Party represents and warrants to the other Party as follows: (i) such Party has been advised to obtain the advice of independent legal counsel in connection with this Agreement, (ii) such Party has had the opportunity for representation in the negotiation of this Agreement by counsel of its choice, (iii) such Party has read this Agreement and understands the same, and (iv) such Party has, to the extent its desires, had the terms of this Agreement fully explained by its counsel and that it is fully aware of the contents of this Agreement.

(L) Notices. Any notice provided for or permitted to be given under this Agreement by any Party to any other Party must be in writing, and may be delivered by depositing same in the United States mail, addressed as provided for below, postage prepaid, registered or certified mail, return receipt requested, or by delivering the same in person to such Party, or by overnight courier or other delivery service. Notice personally delivered shall be deemed received when actually received by the addressee; notice deposited in the mail in the manner described above shall be deemed received three (3) days after mailing; and notice delivered by courier or other delivery service shall be deemed received on the day and time guaranteed by the delivery service. For purposes of notice, the addresses of the Parties shall be as set forth opposite their respective names below, or at such other addresses as designated in a written notice, given as provided herein, to all other Parties.

TMB:
Colleton Software
108 East H Street
Erwin, NC 28335
Attention: __ Daniel Brian Gurkin, President

Client:
Wanda McDuffie
EMS Director
Physical Address
285 1st Street Ext
Springfield, Ga 31329
Mailing Address
601 N. Laurel Street
Springfield, Ga 31329

With Copy to:
Billy Beckett
Interim County Administrator
601 N Laurel Street
Springfield, GA 31329

Initials _____ _____

(M) Cumulative Remedies. All rights and remedies of a Party hereunder shall be cumulative and in addition to such rights and remedies as may be available to a Party at law or in equity.

(N) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(O) Survival. Any provision of this Agreement which by its terms may not be fully executed prior to the expiration or other termination of this Agreement will survive the expiration or other termination of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Initials  ORS

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and year first above written.

WITNESSES:

Anita Chubbs

Tech Support

J Johnson

County Clerk

TARHEEL MEDICAL BILLING, INC.

By: Daniel B Smith

Its: President

EFFINGHAM COUNTY

SPRINGFIELD, GA

By: Wesley M. Corbett

Its: Chairman

Initials DN

ADDENDUM TO COUNTY MULTI-YEAR CONTRACT, LIMITATIONS AND ANNUAL APPROPRIATIONS

This Addendum is made a part of and incorporated into the Contract between The Board of Commissioners of Effingham County, Georgia ("County") and Tarheel Medical Billing, Inc. d/b/a Colleton Software ("Tarheel"), dated 04/16/2019, as follows:

1. Notwithstanding anything to the contrary contained herein, this Contract shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. '36-60-13, the provisions of which are incorporated herein.

2. This Addendum shall be deemed to obligate County only for those sums payable during the current fiscal year of execution or in the event of renewal by County for those sums payable in the individual fiscal year renewal term, fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

3. To the maximum extent permitted under applicable law and, in that regard, County and Tarhell expressly acknowledge and agree that this Contract shall be subject to the terms and conditions of Section 36-60-13 of the Official Code of Georgia Annotated and they intend and agree that the provisions of this Contract shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

4. Any portion of the Contract regarding indemnification and limitation of liability apply only to the extent permitted by law, and any applicable case law, including under CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688.

5. Further, County is obligated only to make such payments as may lawfully be made from funds budgeted and appropriated for that purpose during County's then current fiscal year. Should County fail to budget, appropriate or otherwise make available funds to pay the Contract following the then current Original Term or Renewal Term, this Agreement shall be deemed

terminated at the end of the then current Original Term or Renewal Term.

Except as modified hereby, the Schedule, and the terms and provision of the Contract, are and shall remain in full force and effect and, except as modified hereby, the rights and obligations of the parties are not modified or affected in any way.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

Tarheel Medical Billing, LLC

By: Daniel B Gurk.
Sign and Print Name

Its: Daniel B Gurkin, Pres
Sign and Print Name

Attest: Robin Blackwelder
Sign and Print Name

Its: Robin Blackwelder
Sign and Print Name

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: Wesley M. Corbett
Wesley Corbett

Its: Chairman

Attest: S. Johnson
Stephanie Johnson

Its: County Clerk

Staff Report

Subject: Abandonment of Public right-of-way – Fairmont Drive in Kate's Cove Subdivision
Author: Eric Larson, Asst. County Manager
Department: Public Works
Meeting Date: June 21, 2022
Item Description: Abandon a portion of right-of-way containing the brick paver road section and wooden bridge on Fairmont Drive in Kate's Cove Subdivision and dedicating the same to the Kate's Cove Subdivision Homeowners Association.

Summary Recommendation:
Kate's Cove Subdivision contained County Right-of-Way and roads serving the subdivision, ending at a decorative brick paver road section approaching a wooden bridge maintained by the HOA. The brick pavers had failed and need reconstruction. The County and HOA agreed to cost share in the repair in return for the ROW containing the brick pavers to be abandoned by the County and dedicated back to the HOA as part of the bridge for future ownership and maintenance.

Executive Summary/Background:

- On February 15, 2022, the Board of Commissioners approved a cost share agreement with the HOA and voted to abandon the section of ROW upon completion of the work.
- Construction was completed on or about April 14, 2022.
- The HOA is agreeable to accept dedication of a portion of ROW via plat and deed by the County. The plat and deed have been prepared and signed and recorded on or about June 13, 2022.
- The County staff recommends ratification of the recorded plat and deed for the ROW conveyed to the Kate's Cove Subdivision Homeowners Association.

Alternatives for Commission to Consider
1 – Approve a Plat and Deed to dedicate a portion of Fairmont Drive to the Kate's Cove Subdivision Homeowners Association.
2 – Take no action

Recommended Alternative: Alternative 1
Other Alternatives: N/A

Department Review: County Engineering; County Attorney
Funding Source: none requested.

Attachments: 1. Deed and Plat.

-

Return to:
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, Georgia 31329

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

QUIT CLAIM DEED

THIS INDENTURE, made this ____ day of June, 2022, between **THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA,** as Party of the First Part (hereinafter "Grantor"), and **KATE'S COVE HOMEOWNER'S ASSOCIATION, INC.**, as Party of the Second Part (hereinafter "Grantee"):

W I T N E S S E T H:

That the said Grantor for and in consideration of the sum of One ($1.00) Dollar, cash in hand paid, the receipt and adequacy of which is hereby acknowledged, has bargained, sold, and does by these presents remise, release and forever QUITCLAIM to the said Grantee, its successors and assigns, all of the right, title, interest, claim or demand the said Grantor has or may have had in and to the following described property, to-wit:

All that certain area known as a portion of Fairmont Drive, being located within Kates Cove subdivision, 9th g.m. District, Effingham County, Georgia, recorded in plat book B4, page B and plat book C98, page B1 and being more particularly described as follows:

Commencing at a point marking the intersection of the northern right-of-way of Fairmont Drive and the eastern right-of-way of Cambridge Drive, thence along the northern right-of-way of Fairmont Drive N63°15'32"E a distance of 168.15' to a point being the point of beginning and having a grid north, Georgia state plane, east zone, NAD 83 coordinate of north: 843,852.69 and east: 945,108.07; thence continuing along the northern right-of-way of Fairmont Drive the following courses and distances; N63°15'32"E a distance of 10.60' to a point, N62°51'08"E a distance of 33.64' to a point; thence traversing across Fairmont Drive in a southerly direction, S17°25'24"E a distance of 61.25' to a point; thence along the southern right-of-way of Fairmont Drive, S63°17'55"W a distance of 36.64' to a point; thence traversing across Fairmont Drive in a northerly direction, N24°31'47"W a distance of 60.22' to the point of beginning; and containing 0.056 acre or 2,437 square feet.

TO HAVE AND TO HOLD said property, together with all and singular the rights, members, hereditaments, improvements, easements and appurtenances thereunto belonging or in any wise appertaining, unto Grantee, its successors and assigns, so that neither Grantor nor any person or persons claiming under it shall have, claim or demand any right to the above described property, or its appurtenances, or any rights thereof.

ACCEPTED BY:

KATE'S COVE HOMEOWNER'S ASSOCIATION, INC.

By: _____
W. Frederick Long
Its: CEO

Attest: _____
Ashley Deacon
Its: Secretary

Signed, sealed and delivered this
____ day of June, 2022, in
the presence of:

_____
WITNESS

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal on the day and year first above written.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

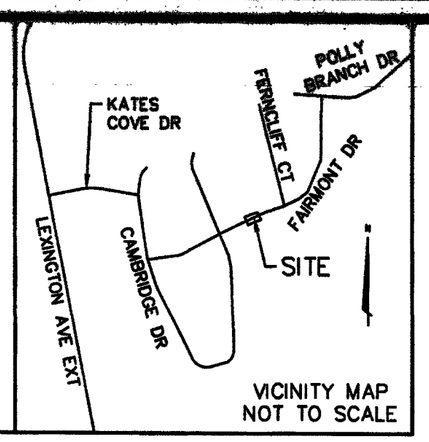
By: _____
Wesley Corbitt
Its: Chairman

Attest: _____
Stephanie Johnson
Its: County Clerk

Signed, sealed and delivered this
____ day of June, 2022, in
the presence of:

_____
WITNESS

_____
NOTARY PUBLIC



VICINITY MAP
NOT TO SCALE

NOTES:
1. THE HORIZONTAL DATUM OF THIS PLAT IS BASED ON GRID NORTH, GEORGIA STATE PLANE, EAST ZONE, NAD 83.

LEGEND

●	IRF	IRON ROD FOUND
●	IPF	IRON PIPE FOUND
■	CMF	CONCRETE MONUMENT FOUND
	POC	POINT OF COMMENCEMENT
	POB	POINT OF BEGINNING
	PB	PLAT BOOK
	PIN	PARCEL IDENTIFICATION NUMBER

SURVEY DATE: 6/2/2022
EQUIPMENT USED: ELECTRONIC TOTAL STATION
ANGULAR ERROR PER "△" = N/A
ADJUSTED BY COMPASS RULE:
PLAT ERROR OF CLOSURE: 1/58,349
FIELD ERROR OF CLOSURE: RADIAL

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	10.60'	N63°15'32"E
L2	33.64'	N62°51'08"E
L3	61.25'	S17°25'24"E
L4	36.64'	S63°17'55"W
L5	60.22'	N24°31'47"W

REFERENCE:
1. PLAT BOOK B4, PAGE B
2. PLAT BOOK C98, PAGE B1
3. PLAT BOOK B4, PAGE C
4. DEED BOOK 600, PAGE 205
5.

40' 20' 0' 40'
GRAPHIC SCALE: 1"=40'

PURPOSE STATEMENT
THE PURPOSE OF THE SURVEY IS TO CONVEY 2,437 SQUARE FEET OF FAIRMONT DRIVE TO KATES COVE HOMEOWNERS ASSOCIATION, INC FROM THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY.

Wesley M. Corbitt 06/07/2022
CHAIRMAN OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS DATE

S. Johnson 06/07/2022
WITNESS DATE
CLERK OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS

W. Frederick Fox 6/09/2022
KATE'S COVE HOMEOWNERS ASSOCIATION, INC DATE

SURVEYORS CERTIFICATION

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

GEORGIA REGISTERED No. 3417 LAND SURVEYOR DON EDWARD TAYLOR, JR.
6/7/22

DON EDWARD TAYLOR, JR.
GA REG. LAND SURVEYOR NO. 3417
COLEMAN COMPANY, INC.
CERTIFICATE OF AUTHORIZATION: LSF 1167

COLEMAN COMPANY
ENGINEERS • SURVEYORS
1480 Chatham Parkway, Suite 100
Savannah, Georgia | (912) 200-3041

RIGHT-OF-WAY CONVEYANCE PLAT
BEING A PORTION OF FAIRMONT DRIVE, LOCATED WITHIN KATES COVE SUBDIVISION, 9TH G.M. DISTRICT, EFFINGHAM COUNTY, GEORGIA

PREPARED FOR: EFFINGHAM COUNTY BOARD OF COMMISSIONERS

JOB NUMBER:	21-232.004
DATE:	6/6/2022
DRAWN BY:	JPA
CHECKED BY:	JPA
SCALE:	1" = 40'

PLAT

SHEET: 1/1

COLEMAN COMPANY, INC. DATE PLOTTED: 6/7/2022 10:02 AM BY: Josh Akins DRAWING PATH: Q:\2021\21-232.004\DWG\Survey\21-232.004_KATES COVE BRIDGE EXHIBIT_2022.6.6.dwg

Staff Report

Subject: Renewal of the fire services agreement with The City of Springfield for a one year period.
Author: Alison Bruton, Purchasing Agent & Clint Hodges, Fire Chief / EEMA Director
Department: Purchasing / Fire
Meeting Date: 06-07-22
Item Description: Consideration to allow the Fire Services Agreement with the City of Springfield to renew for a one-year period.

Summary Recommendation: Staff recommends renewal.

Executive Summary/Background:

- In 2015, the County completed a comprehensive review of its fire protection services. One of the recommendations of the study was the consolidation of County Fire Services with the City of Springfield's Fire Services. The term of the agreement is July 1, 2015 to June 30, 2018 with automatic renewals for successive one (1) year terms unless 90 days written notice is given by either party prior to a new renewal period.
- The Agreement outlines the terms under which Effingham Fire Rescue provides fire protection within the corporate limits of The City of Springfield.
- Effingham County will no longer submit Service Delivery fire payments to The City of Springfield.
- Effingham County will collect fire fees from properties within The City of Springfield. The fire fees will be collected at a rate equal to the fees charged in unincorporated Effingham County.
- The Agreement has a 90 day prior to renewal termination clause.
- The County Attorney has previously reviewed and approved to form the agreement.

Alternatives for Commission to Consider

1. Approve renewal of the Fire Services Agreement with the City of Springfield for one year from July 1, 2022 to June 30, 2023.
2. Do not approve renewal of the Fire Services Agreement with the City of Springfield, and issue a non-renewal letter.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing & Fire

Funding Source: Fire fees

Attachments:
Fire Service Agreement

Fire Protection Services Agreement

This Fire Protection Services Agreement (the "Agreement") made and entered into the 5th day of May, 2015, by and between Effingham County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the "County", and the City of Springfield, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as the "City":

Witnesseth:

WHEREAS, the Constitution of the State of Georgia of 1983, Article IX, Section 3, Paragraph 1 provides that municipalities and counties of the State of Georgia may contract with one another for the provision of services for any period not exceeding fifty (50) years; and

WHEREAS, the County and City are authorized by law, including Ga. Const. Article IX, Section 2, Paragraph 3 to undertake or provide the activities, services and facilities governed by this Agreement; and

WHEREAS, the County and City are mutually concerned about the provision of fire protection and rescue services within the unincorporated areas of the County and within the corporate boundaries of the City, and are mutually concerned about the funding of such services; and

WHEREAS, the County and City desire to protect the safety and welfare of their citizens and desire to assist their citizens in obtaining economical and adequate fire protection and rescue services; and

WHEREAS, the County and City are mutually interested in engaging in a cooperative effort to provide fire protection and rescue services within the unincorporated areas of Effingham County and within the corporate boundaries of the City; and

WHEREAS, in order to ensure the efficiency of fire and rescue services, which are critical services, in the most cost-effective manner, and at the safest level attainable, the City and County desire to enter into an Agreement under which the City provides funds and assets, in exchange for which the County will provide personnel and resources to operate fire stations and fire and rescue apparatus to ensure proper fire protection and rescue services are provided to the inhabitants of the City of Springfield and the unincorporated areas of the County currently served by the City of Springfield; and

WHEREAS, the Effingham County Board of Commissioners reviewed this Agreement and authorized its Chairman to sign this Agreement at the May 5, 2015 meeting of the Board of Commissioners; and

WHEREAS, the Mayor and Council Members of the City of Springfield reviewed this Agreement and authorized the Mayor to sign this Agreement at the May 12, 2015 meeting of the Mayor and Council of the City of Springfield.

NOW THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants and agreements made herein, the County and City do hereby mutually agree as follows:

1. **Definitions**
   - A. "City" shall mean the City of Springfield, Georgia;
   - B. "County" shall mean Effingham County, Georgia;
   - C. "ECFR" shall mean the Effingham County Fire Rescue Department, which is a department of Effingham County, Georgia;
   - D. "Primary Responder" shall mean the emergency and/or fire suppression service that will be the initial responder to a fire, medical or other emergency;
   - E. "ISO" shall mean the Insurance Services Office, Inc.;
   - F. "Effective Date of this Agreement" shall be the first day of July following the approval of this Agreement by the governing authorities of the City and County; and
   - G. "Career Employee" shall mean any employee of the City that works forty (40) hours per week for the Springfield Fire Department.

2. **Provision of Fire and Rescue Services**
   - a. The County, through the ECFR, shall perform and provide within the municipal boundaries of the City and within the unincorporated areas of the County currently served by the City, all such fire and rescue services as may be required by law and as may be necessary, and shall perform all actions pertinent thereto, including, but not limited to:
     - A. Provide personnel and all gear and equipment necessary to operate fire stations and provide fire and rescue services within the unincorporated area of Effingham County and within the corporate boundaries of the City of Springfield;
     - B. Respond to all fire, rescue, and first responder emergencies and alarms within the unincorporated area of Effingham County and within the corporate boundaries of the City of Springfield as expeditiously as possible upon being dispatched;
     - C. Conduct public programs on fire safety education as required by law;
     - D. Take such actions as may be necessary and appropriate to achieve a target ISO rate of 4/4Y, any other target ISO rating to be mutually agreed upon by a joint resolution of the County and City;
     - E. Provide pre-fire planning services;
     - F. Ensure that firefighters attain the minimum number of training hours annually, as required by the State of Georgia;
     - G. Provide all necessary documentation to the appropriate agency or agencies demonstrating that all firefighters have attained the minimum number of training hours annually, as required by the State of Georgia;
     - H. Train and register all rescue personnel as required by the Georgia Emergency Management Agency;

I. Register all fire and fire rescue trucks with the Georgia Emergency Management Agency or list as a support unit to a current license holder;
J. Provide detection and preservation of evidence in suspected arson cases;
K. Assist with or arrange for testing, inspection and maintenance of water sources used for fire suppression, and collaborate with the respective public works departments of the County and City, as well as with private water providers, to ensure they are notified prior to performing such testing, inspection and maintenance;
L. Cooperate and participate in joint training exercises at least biannually as jointly scheduled by the ECFR Fire Chief and Fire Chiefs of the municipalities located within the County;
M. Review construction plans for life safety, and submit such plans to the State of Georgia Fire Marshall's office when necessary;
N. Provide hazardous material response and mitigation; and
O. All fire and rescue services provided by the County within the unincorporated area of Effingham County, now or in the future.

3. **Fire Station Operations**

Except as otherwise provided in this Agreement, the County shall be solely responsible for all decisions and determinations with respect to location, operation, maintenance, and staffing of all fire stations.

4. **Equipment and ECFR Operations**

Except as otherwise provided in this Agreement, the County shall be solely responsible for all decisions and determinations related to equipment and apparatus of the ECFR, and shall be solely responsible for the managerial and operational control of employees and volunteers of the ECFR.

5. **Payments**

Commencing upon the Effective Date of this Agreement, and throughout the time this Agreement is in effect, all current fire-related Service Delivery payments from the County to the City will cease, and the City agrees to charge and collect, or cause to be collected, from the owners of each parcel/structure located within the municipal boundaries of the City, a fee for the provision of fire and rescue services to the citizens and inhabitants of the City at an amount equivalent to that which the County charges in the unincorporated area (hereinafter "fire fees"). In alternative the City may elect to remit to the County from sources other than fire fees, an amount equivalent to the fire fees which would be collected by the City. In the event the County changes the fee structure that it currently charges for the provision of fire services (i.e., no longer charges uniform fees), within 180 days of the date on which such change is effective, the County and City shall mutually agree in writing upon the Fire Fees that the City would charge. If no agreement is reached during that 180 day period, then the lowest rate charged by the County shall apply. The City expressly reserves the right to assess no Fire Fees, or to assess

Fire Fees in an amount higher or lower than the County would assess, and reserves the right to assess Fire Fees upon entities that the County would not assess such fees, provided however that the City expressly agrees it will not assess such fees upon property owned by the County, unless such fees are assessed on property owned by the City. The City Fire Fees referenced in this paragraph shall be remitted to the County by the 15th day of the month following the month in which the Fire Fees were or would be collected.

6. **Funds from Service Delivery Agreement**

Upon the Effective Date of this Agreement, the City agrees it will not request, demand or negotiate funds under the current approved Service Delivery Agreement as it relates to City and County Fire Services, unless agreements with other parties present a clear inequity in funding as it relates to Fire Services.

7. **Employees**

The County agrees that current Career Employees (as defined in Section 1 of this Agreement) of the City of Springfield Fire Department shall be entitled to become employees of the County/ECFR. Compensation of current City Career Employees shall commence at levels indicated below. The current applicable County base compensation levels per the pay grades approved by the Board of Commissioners are as follows for transferring the following three (3) positions:

- Firefighter 1: $13.15 per hour;
- Firefighter 1: $13.15 per hour; and
- Battalion Chief: $ 22.50 per hour.

Career Employees who choose to become employees of the County/ECFR will be afforded the following based on the Effingham County Standards of Practice:

- Eligibility for medical benefits and the cafeteria options (including, but not limited to, health insurance and disability) will commence on the first day of the month following the first thirty (30) days of employment;
- The City may, in its discretion, provide medical benefits and cafeteria options (including, but not limited to, health insurance and disability) to Career Employees until the date on which Career Employees become eligible to receive such benefits from Effingham County;
- Eligibility for participation in the County retirement programs will be based on the stipulations within plan document(s) per individual which includes review of previous employment for vesting purposes in all plans if applicable;
- Accrued and unused paid time off at the City will be paid out in each of the Career Employee's final paychecks from the City of Springfield;
- County personal leave accrual for Career Employees is earned on a biweekly basis in proportion to the length of continuous employment after one month of employment. Accrual will be 13

days (104 hours) annually or at the prevailing level approved by the Board of Commissioners in the Effingham County Standards of Practice;

- The date of separation for the Career Employees from the City will be July 1, 2015; and
- The date of hire by the County of the Career Employees will be July 1, 2015.

8. **Volunteers**

The County acknowledges and agrees that volunteers are and will remain a vital component of the provision of fire and rescue services in the corporate boundaries of the City and in the unincorporated areas of the County, and agrees that current volunteers of the City of Springfield Fire Department shall be afforded the opportunity to serve as volunteers of the ECFR. The County and City agree that, in order to become employees or volunteers of the ECFR, all current volunteers and career employees of the City of Springfield Fire Department must satisfy all applicable County and ECFR standards and review. The County agrees that it will actively recruit, train and develop retention procedures for volunteer firefighters who serve the ECFR and operate within the corporate boundaries of the City and/or the County. The County agrees that volunteers of the City of Springfield Fire Department who agree to volunteer for the ECFR will be afforded all rights, privileges and permissions afforded to current County volunteers without regard to any limitations currently imposed on volunteers by the City of Springfield Fire Department.

9. **Construction of Fire Station; Lease Terms; Equipment Purchase; Staffing**

The City agrees that within one year of the Effective Date of this Agreement, it shall commence construction of a fire station within the City's corporate boundaries, which shall be capable of serving as a fire and rescue headquarters, and shall ensure completion of construction within a reasonable time thereafter. Upon completion, the City will lease the fire station to the County for $1.00 per year until such time as this Agreement is terminated or modified in accordance with the terms of this Agreement. The lease will contain terms including that the County will assume all costs associated with the fire station (including but not limited to property and liability insurance), and the County will assume all costs associated with the maintenance and upkeep of the fire station. In exchange, the County agrees to purchase all of the City's rights, title and interest in its fire suppression and first responder equipment, which is more fully described in "Exhibit A", attached hereto and incorporated herein by reference, to the County, for $600,000, such amount to be paid per the following schedule: payment in the amount of $200,000 within thirty days of the Effective Date of this Agreement; and then $100,000 every 12 months thereafter until paid in full. The County and City agree that the amount the County will pay pursuant to the terms of the lease described herein is for far less than the fair market rental value of such property. The County shall be responsible to pay the cost of maintaining and up keeping all of the fire suppression and first responder equipment described in Exhibit A, and shall be responsible to pay the cost of all property and liability insurance for such fire suppression and first responder equipment described in Exhibit A. The County further agrees to provide personnel, apparatus and equipment, and to operate and maintain the fire station described in this paragraph. This fire station will house a minimum of one (1) two man engine company, twenty-four (24) hours per day, seven (7) days per week, unless otherwise specified in

a writing approved by the governing authorities of the City and County. The County and City agree that failure of the County to satisfy the terms of this paragraph shall constitute a material breach of the Agreement.

10. **Annexation of County Fire Station**

The County agrees that if it constructs a fire station at a location not being operated as such on the Effective Date of this Agreement, within one-half (1/2) mile of the City's corporate boundaries existing on the Effective Date of this Agreement, the County shall take all steps necessary to authorize and enable the City to annex the property on which such fire station is located into the City of Springfield.

11. **Primary Response Area**

The personnel stationed at any fire station located in the corporate boundaries of the City shall serve as primary responders to fires and emergencies originating within the corporate boundaries of the City, and to fires and emergencies originating in other incorporated and unincorporated areas of the County as required or needed.

12. **ECFR Fire Chief Attendance at City Council Meetings**

The ECFR Fire Chief will, unless unavailable, attend any City Council Meeting upon request of the City Council or City Manager to inform, educate or provide information about the County's provision of fire and rescue services, and about its obligations and performance under the terms of this Agreement. Within the first 12 months of the Effective Date of this Agreement, the ECFR Fire Chief (or his designee) shall attend City Council meetings once per month to update the City on the progress of compliance with the terms of this Agreement, and the transition contemplated herein. Thereafter, the ECFR Fire Chief (or his designee) shall attend City council meetings on a quarterly basis, to report on the status of the transition and on the fire and rescue services being provided by ECFR.

13. **Term**

The initial term of this Agreement shall be for three (3) years commencing on the Effective Date and terminating at midnight three years thereafter. The Agreement shall automatically renew for successive one (1) year terms, annually, unless either party notifies the other in writing, at least ninety (90) days prior to the termination date of the then-existing term, of its intent not to renew the Agreement.

14. **Termination by Material Breach**

This Agreement may be terminated for any material breach of this Agreement by either party, provided that the following procedures are adhered to: The Party alleging a breach ("Charging Party") shall notify the other party ("Breaching Party"), in writing, within forty-five (45) days of the alleged breach, providing as much information as possible regarding the alleged breach, including all available documentation related thereto. The Breaching Party shall respond in writing within fifteen (15) days of receipt of Charging Party's breach allegation, setting forth how

the alleged breach will be remedied (or specifying why there was no material breach). An agreement regarding remediation of the alleged breach (or an agreement that there was no breach) must be agreed upon in writing by the City and County within sixty (60) days of receipt of Breaching Party's response, or within a longer period of time, if agreed upon in writing by the parties. If no agreement is reached within said period of time, the County and City acknowledge and agree that the Agreement will be terminated, effective on the 30th day of June of the year in which the Charging Party alleges a breach, provided that notice of the alleged breach is given 75 days prior to June 30th of that year (if not, then the termination date will be effective on the 30th day of June of the following year). For the purposes of this Agreement, a "material breach" includes any action or inaction in conflict with the obligations set forth in this Agreement.

15. **Effect of Termination**

Subject to the notice provisions contained in this Agreement, if the Agreement is not renewed, or is terminated by either party during the initial 3 year term of the Agreement, or the Agreement is terminated for breach, all agreements and obligations set forth in this Agreement shall terminate on June 30th at midnight, except that the County will continue to bear financial responsibility for any purchases it has made as a result of this Agreement. In the event of such termination, the City of Springfield's fire service area shall be the same as in place the day before the Effective Date of this Agreement, unless circumstances clearly indicate that, in the sole discretion of the governing authority of the City of Springfield, it is in the best interests of the residents of that service area, for it to be otherwise.

16. **Fire Service Delivery After Termination**

Subject to the notice provisions contained in this Agreement, if the Agreement is not renewed or is terminated by either party after the initial 3 year term of the Agreement, the County agrees to amend the fire service delivery maps and enter into the necessary automatic aid agreements with the City that are in the best interests of the residents of the City of Springfield and any other County residents in the areas surrounding the City.

17. **Party to Fire Service Delivery Agreements**

For so long as this Agreement is in effect, (which is agreed to include any renewals and any modifications, amendments or addendums to the Agreement), the County agrees to make the City a party to any Fire Service Delivery Agreements between the County and any other municipalities of Effingham County, and in exchange, the City shall not be entitled to any Fire Service Area outside of its municipal boundaries.

18. **Assignment**

This Agreement cannot be assigned without the prior written consent of both parties.

19. **Fire Service Outside the City**

Nothing in this Agreement shall be construed as to prevent or curtail the ability of the County to provide fire services within the unincorporated areas of the County or any other municipality that has contracted or contracts with the County for Fire Services.

20. **Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Georgia.

21. **Arbitration**

Unless otherwise agreed in writing by both Parties, any controversy arising out of the execution of this Agreement, or relating to this Agreement or any alleged breach thereof, shall be submitted to and settled by arbitration pursuant to the rules, then in effect, of the American Arbitration Association. The parties thereto, and all who claim under them, shall be conclusively bound by such arbitration. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

22. **Entire Agreement and Modification**

This Agreement constitutes the entire Agreement between the County and City, and no modification of this Agreement shall be binding unless the same is reduced to writing, approved by the governing authority of each party, and signed by an authorized designee of the County and City.

23. **Release of Liability**

The County agrees to hold the City harmless from any and all liabilities, claims, expenses, demands, rights, or causes of action of any kind or nature, and for attorney's fees, costs and judgments arising out of any claims, demands or suits arising from or by reason of the ownership or maintenance of fire and rescue equipment and vehicles, and/or arising from or by reason of the provision of fire protection services of whatever nature.

24. **Severability**

Should any part or provision of this Agreement be declared invalid by a court having competent jurisdiction, then the other parts or provision shall remain in full force and effect unless amended by mutual agreement of the parties.

25. **No Creation of Legal Entity**

It is acknowledged and agreed that this Agreement does not create a separate legal entity or public body corporate.

26. **Notices**

Any written notice required or permitted in this Agreement shall be given by first class mail addressed to the clerk of the respective parties as follows:

If to City:
City Clerk
City of Springfield
P.O. Box 1
Springfield, GA 31329

If to County:
County Clerk
Effingham County of Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

27. **Headings**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

IN WITNESS WHEREOF, the City and County have caused this Agreement to be duly enacted by their proper officers and so attest with their corporate seals affixed hereto as of the date and year first written above.

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

Wendall Kessler, Chairman

Attest: S. Johnson
County Clerk

CITY OF SPRINGFIELD
EFFINGHAM COUNTY, GEORGIA

Barton A. Alderman, Mayor

Attest: Linda L. Lavan
City Clerk

CITY OF SPRINGFIELD GEORGIA INCORPORATED 1907

Staff Report

Subject: Contract with the State of Georgia for Family Connection
Author: Mark Barnes, Finance Director
Department: Finance
Meeting Date: 06/21/2022
Item Description: Consideration to approve a Contract with the State of Georgia for Family Connection

Summary Recommendation:
Each year in the past, the County has been requested to act as the fiscal agent for Family Connections. We act as fiscal agent and contract with the state for the grant which funds Family Connections.

Executive Summary/Background:
1. There is an agreement which outlines the general operations and responsibilities of each party regarding the contract and funding to Family Connections.
2. The contract is with the state and does mandate specific rules and stipulations which must be followed.
3. FY2022 contract is for $52,500

Alternatives for Commission to Consider:
1. Approve the FY23 Contract to serve as Fiscal Agent to Family Connection
2. Do not approve the FY23 Contract to serve as Fiscal Agent to Family Connection
3. Provide Staff with Direction

Recommended Alternative: Staff recommends Alternative #1 - approval
Other Alternatives: n/a
Department Review: Finance, County Attorney
Funding Source: Funding is based on the amount of the State Grant. No match is required.

Attachments:
1. Family Connection FY 2023 Contract
2. Security and Immigration Compliance Form

FAMILY CONNECTION FY 2023 CONTRACT
CONTRACT TRANSMITTAL

TO: County Family Connection Fiscal Agent

Thank you for accepting the challenge and opportunity to achieve results for Georgia's children and families through implementation of your Family Connection Collaborative plan. The FY 2023 Family Connection contract (July 1, 2022 to June 30, 2023) is attached.

The Department of Human Services requires the contract to be signed and returned prior to June 30 to have an effective date of July 1. Failure to meet this requirement will result in a change of the start date of your contract.

To execute the contract please do the following:

1. **Verify the following items: (If corrections are needed, please contact Linda Lunsford, lunsford@gafcp.org)**
   a. **That your organization's name and legal address are correct on Page 1**
   b. **That your organization's Federal Employer Identification (FEI) is correct on page 1.**
   c. **That your organization's fiscal year end date (as used to determine due dates for audits) is correct on page 1.**
   d. **That your organization's name and address for mailing purposes, along with your telephone number, fax, and email, are correct on Page 1.**
2. **The Department of Human Services will now accept digital signatures or an actual signature you have created. If you have the software to sign electronically, you may sign the document and return to lunsford@gafcp.org by email.**
3. **If you do not have the capability to sign electronically, print one copy of the contract.**
   a. **Ensure that the individual(s) with legal authority for signing on behalf of the entity listed on the first page of the contract signs the document. Ensure signature is witnessed as required.**
   b. **Ensure that Annex D, Business Associate Agreement, is completed and signed. Annex D-1 should have N/A on the first line and Annex D-2 must be initialed by the signer of the contract on the 1st line signifying the Contractor does not need any user accounts to access the Department of Human Services Protected Health Information Systems.**
   c. **Ensure that Annex E, Contractor Affidavit, is signed and notarized. Failure to complete Annex E will result in the contract being delayed and delay your receipt of an executed contract for FY2023.**
   d. **Ensure that Annex E, Sub-Contractor, Affidavit is signed and notarized by all entities that are budgeted in Per Diem Fees & Contracts on the FY 2023 Budget Proposal. Failure to complete Annex E, Sub-Contractor Affidavit, if applicable, will result in the delay of your contract being executed until the required Affidavit(s) are received. In lieu of the affidavit, individuals with Zero (0) Employees may submit the Security and Immigration Compliance – Purchase of Services $2,499.99 or More, select Option 2 and attach a copy of their state issued driver's license or identification card along with a signed and complete exemption form and attached to the contract in lieu of a Sub-Contractor Affidavit. This form is attached.**
4. **If you do not have the capability for electronic signature, you must mail one contract with original signatures and names and titles, etc. to:**

Linda Lunsford
Georgia Family Connection Partnership
235 Peachtree Street - Suite 1600
Atlanta, GA 30303 - 1422

After the contract is finalized, a copy of the executed contract, signed by the Department of Human Services, will be returned to you by electronic email along with report requirements.

The Department of Human Services requires all payments over $5,000 must be paid by direct deposit. Please make sure your bank account routing is accurate. If a change in your account has occurred or you are not currently enrolled with the State's Vendor Management System you must complete the attached Vendor Form, attach a voided check, and return along with your signed contract.

If you need assistance, please email lunsford@gafcp.org or call Linda Lunsford at 404.739.0057.

STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT

This Contract is entered into between the Department of Human Services and the Contractor named below:
State Entity's Name: Department of Human Services, (hereinafter the "Department" or "DHS")

Contractor's Name: (hereinafter the "Contractor") Effingham County Board of Commissioners	Contractor's Address: 601 North Laurel Street Springfield, GA 31329-6816
Contractor's FEI #: 58-6000821	Contractor's Accounting Year End Date: June 30
Contractor's Entity Type: Local Government	

Department Administrative Information

DHS Contract #: 42700-93- Requisition #: N/A	Sub-recipient Y☐N☒ If Y, DUNS #: N/A Vendor Y☒N☐
DHS (state) Financials Vendor ID #:	CFDA #(s): N/A
NIGP Code(s): 95259 Exempt ☐ Intergovt. ☒	☐ RFP ☐ RFQ ☐ Sole Source Event #: N/A
Equip. Inv. Locator #: N/A	Total Options to Renew: N/A
☒ Initial Contract ☐ Emergency	
Summary of Contracted Services: Community-based collaboration committed to improving the health and well-being of children, families, and communities by identifying service gaps, advocating for system changes that will eliminate barriers and inefficiencies and working toward improved outcomes for all Georgians and planning in a family-centered environment which positively impacts child health, child development, academic achievement, family functioning and economic capacity.	

Expense ☒ **Revenue** ☐ **No Cost** ☐

Total Obligation: $52,500.00 Federal: $0.00 State: $52,500.00 Match: $0.00 Other: $0.00

Contract Term:

Contract Start Date: July 1, 2022 Contract Expiration Date: June 30, 2023 Contract Fiscal Year: FY 2023

Authorized Person(s) to Receive Contract Notices for DHS:

Georgia Family Connection Partnership, Inc.
Attn: Linda Lunsford
235 Peachtree Street, Suite 1600
Atlanta, Georgia 30303-1422
Telephone #: 404-739-0057
Fax: 404-527-7443

Georgia Department of Human Services
Attn: Pamela Rowie
Two Peachtree Street, N.W., 27th Floor
Atlanta, Georgia 30303-3142
Telephone #: 404-295-3774
Fax: 770-342-7407

Authorized Person(s) to Receive Contract Notices (Correspondence Only) for Contractor:

Effingham County Board of Commissioners
Attn: Wesley Corbitt, BOC Chair
601 North Laurel Street
Springfield, GA 31329-6816
(912) 754-2123

wcorbitt@effinghamcounty.org

Contractor's mailing address for all contract payment checks or remittance advice (EFT only) is:

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329-6816

SECTION I GENERAL CONTRACT PROVISIONS

PARA #101 CONTRACT DEFINED: (101) 03/07/18

The following words shall be defined as set forth below:

"Administrative Addendum" means a form issued and executed by the Department to revise certain administrative information that does not affect the terms and conditions of the Contract. For example, DHS may issue an Administrative Addendum to revise contact persons for the Department.

"Contract" means the agreement between the Department and the Contractor including annexes, amendments, renewals, extensions and addenda.

"Contractor" means the provider(s) of the Services under the Contract.

"Department" or **"DHS"** means the State of Georgia Department of Human Services and the Division/Office identified in the Department of Human Services Contract with the Contractor for the Services identified.

"Services" means the services and deliverables as provided in the Contract and described in the Scope of Services.

"State" means the State of Georgia, the Department, and its Divisions/Offices and any other authorized state entities requiring services under or having an interest in the Contract.

This Contract is made and entered into by and between the Department, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated (hereinafter O.C.G.A) § 49-2-1 and the Contractor, legally empowered to contract under the laws of the State of Georgia.

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in the Superior Court of Fulton County, State of Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

This Contract or any performance required by it shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department.

PARA #102 PERIOD OF CONTRACT: (102) 03/07/18

This Contract shall begin and expire on the dates specified in the Department of Human Services Contract unless terminated earlier in accordance with the applicable terms and conditions.

PARA #103 EXTENSION: (103) 03/07/18

In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for services or the completion of all contracted deliverables, the Department may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the services.

PARA #104 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION: (104B) 06/27/18

A. CONTACT INFORMATION: The mailing addresses, contact persons, and contact information listed in the Contract may be changed during the term of this Contract by written notification to the other party. All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or via email, or after three (3) days if by regular mail or certified/registered mail.

B. CHANGE IN CONTRACTOR INFORMATION: In the event Contractor's address, legal business name, or entity type or entity status changes during the term of this Contract, Contractor shall contact the Department with the correct information within thirty (30) days of such change.

C. CONTRACT SERVICE DELIVERY SITES: This Contract may involve service delivery site(s). If the Annex titled Service Delivery Sites is included in this contract, the Contractor may move the service delivery site(s) during the term of this Contract with prior written approval of the Division or Office, provided the total cost of the Contract does not either increase or decrease.

PARA #105 NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR: (105A) 03/07/18

A. NONDISCRIMINATION IN EMPLOYMENT PRACTICES: The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.

B. NONDISCRIMINATION IN SERVICE PRACTICES: The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.

C. COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT: The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant Federal and State laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.

D. CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS: The Contractor agrees to require any Subcontractor performing services funded through this Contract to comply with all provisions of the Federal and State laws, rules, regulations and policies described in this paragraph.

PARA #106 CONFIDENTIALITY: (106) 03/09/16

The Contractor agrees to abide by all State and Federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for the Department may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

PARA #107 CONFLICT OF INTEREST: (107FC) 03/07/18*

A. 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.

B. Notwithstanding item A above, the following will apply to the Chair of the county Family Connection Collaborative and the Coordinator or Executive Director respectively:

(1) Any individual named as Chair of the county Family Connection Collaborative shall not be running for office or be an elected official of any federal, state, or local government entity; nor shall he or she be the employee of the Contractor (i.e., county Family Connection Fiscal Agent) during the term of this Contract.

(2) Any individual named as a coordinator or executive director and is compensated in the performance of this Contract shall not be running for office or be an elected official of any federal, state, or local government entity during the term of this Contract. Neither shall he or she be the spouse or immediate relative (as defined by Georgia statute) of anyone serving in a supervisory role regarding the administration of this Contract by the Contractor (i.e., county Family Connection Fiscal Agent).

PARA #108 INSPECTION OF WORK PERFORMED: (108) 03/10/16

The Department or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

PARA #109 USE OF STATE VEHICLES: (109A) 03/07/18

State vehicles shall not be used in the performance of this Contract.

PARA #110 INDEPENDENT CONTRACTOR RELATIONSHIP: (110) 01/06/16

In its relationship with the Department and the state and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an Independent Contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the state. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the state or any of its agencies.

PARA #111 CONTRACT MODIFICATION/ALTERATION: (111) 03/07/18

A. No modification or alteration of this Contract, except for DHS's administrative changes to the Contract or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.

B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

PARA #112 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT: (112) 03/07/18

The Department reserves the right to suspend the Contract in whole or in part in the event that the Department in its sole discretion initiates an investigation into the performance and delivery of services by Contractor or in good faith determines that there is a likelihood that the Contractor is failing to comply with the quality of services or the specific completion schedule of its duties under the Contract and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement in the programmatic performance or service delivery.

PARA #113 SEVERABILITY: (113) 03/07/18

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #114 TERMINATION: (114) 03/07/18

A. DUE TO NON-AVAILABILTY OF FUNDS: Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.

B. DUE TO DEFAULT OR FOR CAUSE: This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.

C. FOR CONVENIENCE: This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.

D. IMMEDIATE TERMINATION: Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:

(1) Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.

(2) Contractor or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.

(3) Contractor or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.

(4) Contractor has exhibited an inability to meet its financial or services obligations under this Contract.

(5) A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.

(6) An assignment is made by the Contractor for the benefit of creditors.

(7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.

(8) The Department deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.

(9) Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.

(10) Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or state and federal laws.

PARA #115 COOPERATION IN TRANSITION OF SERVICES: (115) 01/01/15

Contractor agrees upon termination of this Contract, in whole or in part, for any reason that it will cooperate as requested by the Department to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the Department. This will include, but not be limited to, the transfer of the consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the Department. Contractor further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this Contract shall be transferred by the Contractor to the Department immediately and shall become the property of the Department. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the Department.

PARA #116 FORCE MAJEURE: (116) 01/06/16

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

PARA #117 ACCESS TO RECORDS AND INVESTIGATION: (117) 04/01/13

A. The State and federal government and the Department shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigations, claims, or audit findings involving the records have been resolved.

B. The Contractor agrees that the DHS Office of Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.

C. The Department shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.

D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of the Georgia State Auditor or other authorized federal or state agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, or by any other paragraph of this Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized federal or state agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

PARA #118 COLLECTION OF AUDIT EXCEPTIONS: (118A) 03/07/18

The Contractor agrees that the Department may withhold net payments equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Department for the total exception by certified funds.

PARA #119 DEPARTMENT APPROVAL OF SUBCONTRACTS: (119A) 03/07/18

Any subcontracts or delegation of the authority herein will be submitted to the Department for approval prior to execution and any such approval given shall be in writing. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this Contract. The Contractor will ensure that the subcontractor both understands and abides by all pertinent provisions of the Contract and regulations applicable to the subcontractor. The Contractor agrees to reimburse the Department for any Federal or State audit disallowances arising from the subcontractor's performance or non-performance of duties under this Contract which are delegated to the subcontractor. The Department's Division/Office directors and their program officers/directors are the Department's approving authority for subcontracts and delegation of authority.

PARA #120 PUBLICITY: (120) 01/01/15

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Department's Office of Communication. In addition, the Contractor shall not display the Department's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the of the Department.

PARA #121 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS: (121A) 03/07/18

Any documents or other material prepared, purchased or in the process of being prepared or purchased by Contractor in connection with Contractor's performance of the Services shall be deemed property of the Department and all right, title, license and ownership interest in any such documents or license shall vest in the Department immediately upon their creation or purchase and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

A. INVENTIONS AND PATENTS: The Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this Contract, to report such facts in writing promptly and fully to the Department. The Department and any Federal agency(ies) which provides the Department funding to support the operations of the Contract shall determine whether protection of the invention or discovery shall be sought. The Department and such Federal agency(ies) will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

B. COPYRIGHTS: The Department is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this Contract. Should any copyright materials be produced as a result of this Contract, the Department and any Federal agency(ies) which provides the Department funding to support the operations of the Contract shall have the right to exploit such materials as allowed under the copyright laws applicable during the term of this Contract. The Department may, in its sole discretion, allow for the author of such material to retain a portion or all ownership interest in the work. Any such autho

regarding ownership shall be in writing and signed by both parties. The Parties further agree that the Department and Contractor retain all their respective ownership rights to any previously copyrighted materials which are employed in the performance of the Contract and that no Party obtains any right, title or interest in such other Party's works.

C. PUBLICATIONS: All publications, including pamphlets, art work, and reports shall be submitted to the Department electronically.

D. DESIGNATION OF WORK FOR HIRE OR INVENTION FOR HIRE: In the event any inventions, patents, or copyrights are developed by the Contractor as a result of Contractor's performance under this Contract the same shall be deemed a work for hire or invention for hire as defined in Title 17 and Title 35 of the United States Code and all ownership interest therein shall be and remain the property of the Department unless, at the sole discretion of the Department, other ownership rights are established in writing between the Contractor and the Department.

PARA #122 CONSULTANT/STUDY CONTRACT: (122) 03/07/18

A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.

B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.

C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #123 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS: (123) 03/07/18

A. 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.

PARA #124 DRUG-FREE WORKPLACE: (124) 03/07/18

A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.

B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:

(1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and

(2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3".

C. Contractor may be suspended, terminated, or debarred if it is determined that:

(1) The Contractor has made a false certification; or

(2) The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

PARA #125 DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING: (125C) 03/07/18

Contractor agrees that no part of state funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

PARA #126 CRIMINAL HISTORY INVESTIGATIONS: (126A) 03/07/18

A. For the filling of positions or classes for employment in a position the duties of which involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients rendered under this Contract, the Contractor agrees that applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of O.C.G.A. § 49-2-14. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, the Contractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent- GAPS system. Contractors must register with the GAPS at www.ga.cogentid.com and follow the instructions provided on the website.

B. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.

C. Provisions of paragraphs A and B shall not apply to:

(1) Persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning; or

(2) Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

PARA #127 AIDS POLICY: (127) 03/07/18

A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #128 INDEMNIFICATION: (128) 03/07/18

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Contract by Contractor (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "Funds"), the Contractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia,

Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification. Contractor shall, at its expense, procure the insurance policies required by this Contract, in coverage amounts as specified in this Contract, with endorsements waiving rights of subrogation against the State, the Indemnitees, the Funds and insurers participating thereunder.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

Except as otherwise provided, nothing in this Contract shall limit Contractor's indemnification liability arising from claims brought by any third party against the Department and the state.

PARA #129 PROPERTY MANAGEMENT REQUIREMENTS: (129A) 03/07/18

The Contractor agrees:

A. That all non-expendable personal property purchased, in total or in part, with funds received from the Department during the term of this Contract is property of the State of Georgia and the Department and is subject to the rules and regulations of the Department throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Office of Facilities and Support Services, (OFSS) Asset Management Unit.

B. To adhere to all policies and procedures as promulgated in the DHS Manual 1460: Personal, Property Management, which are by reference made a part of this Contract. Contractor understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.

C. That property records shall be maintained accurately and reported on DHS Form #5111, Detailed Equipment Listing, within thirty (30) days after acquisition of such property. Once the #5111 form is complete and returned to the appropriate DHS Division/Office, it will then be forwarded to the Office of Facilities and Support Service Asset Management Unit indicated below:

Office of Facilities and Support Services
Attn: Sharon Burrow
2 Peachtree Street NW, 28th Floor
Atlanta, Georgia 30303-3142
ofssassetmanagementunit@dhs.ga.gov

For any Department owned vehicles operated under this Contract, the Contractor will adhere to procedures detailed in the DHS Transportation Manual. Vehicle utilization information will be submitted as requested by the OFSS Transportation Services Section. The Contractor will utilize Department required systems to input data related to the vehicle as directed.

D. In the event that Contract is terminated prior to expiration or is not renewed, Contractor agrees to properly dispose of all state property as follows:

(1) Prepare Property Transfer Form listing all state equipment in the Contractor's possession and send this form to the Department (Division property coordinator or other Division designee, i.e., Regional Coordinator) for final disposal determination. For any Department owned vehicles and as directed by the OFSS Transportation Contractors will utilize the Department of Administrative Services Asset Works system to complete the appropriate disposal process.

(2) Upon notification by the Office of Facilities and Support Services, Asset Management Unit, Contractor agrees to coordinate with the appropriate DHS Division or Office property coordinator to properly dispose of the property following the guidance provided by the Georgia Department of Administrative Services policy. Expenses incurred by the Contractor in the disposition of equipment may be charged to the terminated Contract. For any Department owned vehicles operated under this Contract, upon notification by OFSS Transportation Services Section, the Contractor agrees to complete the appropriate disposal method in the Asset Works system as determined by the Department. All expenses incurred related to the disposal are the responsibility of the Contractor.

The Division property coordinator will confirm, by written notification to the Office of Facilities and Support Services Asset Management Unit, that all surplus property listed on the completed Property Transfer Form has received proper disposition.

PARA #130 FUNDING: (131) 01/06/16

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the Department, as an agency of the state of Georgia, is prohibited from pledging the state's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of the Department as of that moment. The Department shall remain obligated to pay for Services performed and accepted by the Department prior to such termination. The determination of the Department of the events stated above shall be conclusive.

PARA #131 PARTIES BOUND: (132) 03/07/18

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

PARA #132 COOPERATION WITH OTHER CONTRACTORS: (133) 03/07/18

In the event that the Department has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

PARA #133 CONTRACTOR ACCOUNTING REQUIREMENTS: (134) 03/07/18

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the "records") to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor's accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the Contract shall be readily ascertainable there from.

PARA #134 TIME OF THE ESSENCE: (135) 05/07/18

The Parties hereby agree that time is of the essence as it relates to the following:

A. Any dates set forth in this Contract or any annex(es) attached hereto;

B. The execution and completion of the services/deliverables as stated in the Scope of Services attached hereto and incorporated herein as Annex A.

PARA #135 ASSIGNMENT AND MERGER: (136) 03/07/18

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of DHS. In case of a merger between Contractor and another entity, Contractor must notify DHS immediately. DHS shall have the right to request that the resulting entity provide sufficient proof of its ability to fulfill and be bound by the terms of the contract and its willingness to do so. DHS in its sole discretion shall have the right to continue the contract with the resulting entity or terminate the contract. If DHS elects to continue the contract, the contract will be amended to reflect the same. No modification of this Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

SECTION II SPECIAL TERMS AND CONDITIONS: **SECTION IIA**

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS: (201) 3/17/03

WITNESSETH:

The Department has a need for and desires improvement in the lives of Georgia's children and families through community-based collaboration and planning by the provision of services in a more focused and family-centered environment which positively impacts on child health, child development, academic achievement, family functioning and economic capacity. The Contractor has represented to the Department its desire to continue participation in implementation planning and integrated service delivery to accomplish the above collaboration.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The Contractor agrees:

1. That the proposal, approved by the Department, is by reference made a part of this Contract, and is attached hereto as **Annex A**.

2. To deliver services at sites as described in **Annex A**.

3. To provide Family Connection activities for and services to children and their families in order to:

[X] Improve family functioning, including family stability and reduce incidence of child abuse.

☐ Improve family economic capacity, including job training and employment, housing, and community economic development.

☒ Improve child health, including birth results, reduce incidence of preventable diseases and disabilities, and improve physical and mental health status.

☐ Improve child health/development, including prevalence of achieving normal milestones in cognitive, emotional and social development.

☐ Improve school performance, including entry into school with requisite skills, reduced need for remediation services, and increase attendance and grade progression.

4. To submit quarterly expenditure and programmatic/narrative reports as detailed on **Annexes B and C**.

AND

B. The Department will:

1. Provide technical assistance and training to implement and continue a comprehensive, community-based and family-driven service delivery strategy designed to improve the well-being of children and families in community neighborhoods through on-site assistance and regional and statewide training.

2. Provide state level administrative and specialized assistance support for Family Connection implementation.

3. Identify policy barriers and implement system changes needed to support local Family Connection implementation.

4. Ensure facilitators are available to assist Family Connection collaboratives.

SECTION III:

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR: (301C) 03/10/16

The total approved budget for this Contract is $52,500.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed $52,500.00.

PARA #302 CONTRACT BUDGET ANNEX: (302) 03/07/18

A. The budget attached to this Contract as **Annex B, Part 1** is made a part of this Contract.

B. The Contractor agrees that the Department will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this Contract.

C. Any fee or program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below by the (X):

_____ Deduction Alternative	__X__ Additional Cost Alternative
_____ Cost Sharing or Matching Alternative	_____ No Fee or Program Income Authorized

PARA #303 BUDGET LIMITATION: (303B) 3/10/16

A. The budget total may not be exceeded. However, a plus or minus deviation of 20% within budget line items is authorized.

B. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted and approved by the Department in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds.

PARA #304 PROGRAMMATIC REPORT: (304) 4/1/13

The Contractor agrees to submit a quarterly programmatic/performance statistical report prepared no later than the 15th working day after the end of each quarter. The report form to be used is attached to this Contract as **Annex C, Part 1**. Additionally, the Contractor agrees to submit a quarterly subcontractor report no later than the 15th working day after the end of each quarter during the term of this Contract. The report form to be used is attached to this Contract as **Annex B, Part 2**.

PARA #305 EXPENDITURE REPORT SUBMISSION: (305A) 03/07/18

The Contractor agrees to submit a quarterly expenditure report not later than the 15th working day following the end of each quarter. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than forty-five (45) days following the contract termination date. Any reimbursement request submitted after said forty-five (45) days will not be paid by the Department. The report form to be used is attached to this Contract as **Annex B, Part 1**.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS SECTION IV

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS: (401) 03/07/18

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable federal or state laws or requirements.

A. The applicable provision concerning Contractor's compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:

It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as **Annex D** titled, which the Contractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.

B. COMPLIANCE WITH SECURITY MANAGEMENT PROCESS: The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).

C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.

D. COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION: The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.

E. COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS: Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq*. regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit in **Annex E** titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. §. 13-10-90 *et seq*., and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in **Annex E** titled Security and Immigration Affidavits at the initiation of and throughout the Contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

F. ADVANCE FEDERAL AGENCY APPROVAL OF COST: It is agreed that it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance federal agency approval. It shall be the responsibility of the Department to acquire written federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that federal agency approval has been granted. Department contract budget approval does not constitute previous federal agency and/or Department approval of costs requiring advance federal/state agency approval.

G. The federal cost principle for determining allowable costs for this Contract is 48 CFR Part 31.2 for contracts with commercial organizations.

H. Fair Labor Standards Act of 1938, as amended.

I. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS: (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

J. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS: (402B) 03/07/18

Contractors that expend $750,000.00 or more in **Federal funds** during their accounting year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending $750,000 in Federal Funds and/or more than $100,000 in **State funds** during their accounting year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending at least $25,000 but less than $100,000 in **Federal/State funds** during their accounting year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractor further agrees to submit one (1) copy of the required audit or financial statements within one hundred eighty (180) days after the close of the Contractor's accounting year to the:

Director, Internal Audits
DHS Office of the Inspector General
Two Peachtree Street, N.W., 30th Floor
Atlanta, Georgia 30303-3142
Or email to dhs.financialreviews@dhs.ga.gov

Contractor understands that according to the provisions of this Contract and as described in the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions, failure to comply with the above audit and financial reporting requirements could be cause for DHS to suspend payments, to terminate this Contract, to require a refund of all monies received under this Contract and to prohibit the Contractor from receiving funds from any state organization for a period of twelve (12) months from the date of notification by DHS or the Georgia Department of Audits and Accounts

PARA #403 CRITICAL INCIDENT REPORTING ("CIR"): (403) 03/07/18

Contractor has the responsibility for ensuring the health and safety of Departmental clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the Contractor shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all subcontractors employed by the Contractor to provide services pursuant to this Contract.

A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).

B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.

C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.

D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.

E. The Department will determine whether the Contractor's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:

(1) Whether or not client's health, safety and welfare are adequately protected;
(2) That the response to the situation and event was reasonable and appropriate;
(3) That the Contractor's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
(4) That Contractor and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.

F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract

G. Each Contractor shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.

H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.

I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor's or the Department's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

PARA #404 ENTIRE UNDERSTANDING: (405) 03/07/18

This Contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

SECTION V:
PARA #501 CONTRACT ANNEX INCLUSION: (501) 03/10/16

This Contract includes annexes as listed below, which are hereto attached:

Annex A - Part 1	Contract Cover Page
Annex A - Part 2	Fiscal Agent Designation and Acceptance Form
Annex A - Part 3	Plan Summary for FY 2023
Annex A - Part 4	FY 2023 Budget Proposal
Annex B - Part 1	Contract Budget and Cumulative Expenditure Report FY 2023
Annex B - Part 2	Quarterly Subcontractor Report
Annex C - Part 1	Family Connection Quarterly Narrative Report
Annex C - Part 2	Status Report FY 2023 Plan of Action
Annex D	HIPAA Business Associate Agreement
Annex E	Security and Immigration Compliance
Annex F	Notice Concerning Critical Incident Reporting

SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

Effingham County Board of Commissioners

CONTRACTS WITH COUNTIES

IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures the day and year first written above.

I, the undersigned Commissioner of **Effingham** County, certify that this contract is entered in Book No. ___, Page No. ___, of the official minutes of the Commission of Effingham County.

CONTRACTOR EXECUTION:

_____
Signature

_____
***Date signed by Contractor

_____
*Typed name of individual signing

Chairman, Commission of
Effingham County

DATE:_____

_____
Signature

_____
Typed name of individual signing

_____
**Title

*Must be Chairman or sole Commissioner.
**Must be Clerk of Commission.

DEPARTMENTAL EXECUTION:

Department of Human Services

_____
Candice L. Broce
Commissioner

_____
Date signed by the Department

Annex A Part 1

Family Connection
CONTRACT COVER PAGE

FY 2023 Annual Plan
(July 01, 2022 - June 30, 2023)

County: **Effingham** **Region:** **Region 12**

Name of Collaborative: Effingham County Family Connection Commission Inc.

Coordinator or Contact Person:	**Collaborative Chairperson:**
Name: Elaine Spencer	Name: Kristen Wert
Title: Executive Director	Title: Director
Mailing Address: PO Box 377	Mailing Address: Treutlen House 131 Old Augusta Rd Central
City:Springfield 9 digit zip: 31329-0377	City: Rincon 9 digit zip: 31326-0000
Street Address (if different): 601 North Laurel Street	Street Address (if different): 131 Old Augusta Rd Central
City:Springfield 9 digit zip: 31329-6816	City: Rincon 9 digit zip:31326-0000
Phone: 912-429-5468	Phone: 912-754-9797
Fax:	Fax:912-754-2154
Email: ecfamilyconnection@gmail.com	Email: Treutlen.wert@yahoo.com

Effingham County Board of Commissioners

Legal Name of Fiscal Agent Entity

58-6000821
Federal Identification Number of Fiscal Agent (Required)

June 30
Fiscal Agent's Fiscal Year End Month & Day

$52500

Fiscal Agent Information **County: Effingham**

The Effingham County Board of Commissioners agrees to serve as the fiscal agent for Effingham County Family Connection Commission Inc. for the period of July 01, 2022 - June 30, 2023.

The fiscal agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made, and 5) agree the local Family Connection collaborative board is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the fiscal agent's own policies and procedures.

Reports are to be submitted to:
Contract Manager
Family Connection Partnership
235 Peachtree Street, Suite 1600
Atlanta, GA 30303-1422

THIS PAGE IS PROVIDED FOR INFORMATIONAL USE ONLY.

Person authorized to sign for Fiscal Agent:
Name: Wesley Corbitt
Title: Chairman of the Board, Effingham County

Contract will be emailed to:
Name: Stephanie Johnson
Email: sjohnson@effinghamcounty.org

Fiscal Agent Information

Fiscal Agent's Fiscal Year End:
Month: June Day: 30

Fiscal Agent's FEI#: 58-6000821

Legal Name of Fiscal Agent Entity:

Effingham County Board of Commissioners

Street Address (cannot be a P.O. Box):

601 North Laurel Street,

City, State, 9 digit zip code:

Springfield,GA,31329-6816

Telephone: (912) 754-2123
Fax:

Fiscal Agent Contact Person:

Name: Wesley Corbitt

Title: BOC Chair

Telephone: (912) 754-2123
Fax:
Email: wcorbitt@effinghamcounty.org

Mailing Address if different from street address:
601 North Laurel Street,
Springfield,GA,31329-6816

Family Connection
PLAN SUMMARY for FY 2023

County: Effingham

I. Core Collaborative Functions

The Effingham County Family Connection Commission Inc. collaborative agrees to facilitate the development and implementation of a plan to improve conditions for children and families; exercise fiscal responsibility; convene collaborative partners; collect and share data on the well-being of children and families in the above referenced county.

II. Results for Children and Families

Goal: Improved conditions for children and families in Effingham County

Outcome: Increased mental health awareness and access to services.

Indicator
Teen deaths by homicide, suicide and accident, ages 15-19 (per 100,000) [HC10a]
Children with a substantiated incident of neglect (per 1,000) [SF3b]
Children with a substantiated incident of abuse (per 1,000) [SF3a]
Other [LD10] Number of mental health providers in county
Other [LD10] Number of days teens report sad or withdrawn

Strategy: Effingham County Family Connection will work to make a collective impact by engaging community partners to increase mental health awareness and improve access to quality mental and behavioral health services in Effingham County.

Annex A Part 4

Budget Proposal FY23

County: Effingham

Expense Type	Family Connection Budget Allocation	Description of Expenses
Personal Services	$0	**Position Title** / **Cost**
Regular Operating	$0	**List of expenses** / **Total Cost**: $0.00
Travel	$0	**List of expenses** / **Total Cost**: $0.00
Equipment	$0	**Equipment** / **Cost**
Per Diem, Fees & Contracts	$52500	**Legal Name of Contractor**: Elaine Spencer; **Description of Services/Deliverables**: Executive Director; **Cost**: $52,500.00
Tele-communications	$0	**List of expenses** / **Total Cost**: $0.00
Other	$0	**List of expenses** / **Total Cost**: $0.00
TOTAL	$52500	

Annex B Part 1

Quarterly Expenditure Report FY23

County: Effingham	**Contract #:**
Fiscal Agent: Effingham County Board of Commissioners	**Quarter #:**

Sign and date report, and submit any other required quarterly reports. Reimbursement for quarterly expenditures will be delayed until all required reports are received.

EXPENSE TYPE	Family Connection Approved Budget	Expenditures for reimbursement for Quarter # ___	Prior Cumulative Expenditures	Total Year to Date Expenditures	Budget Remainder
Personal Services	$0				
Regular Operating	$0				
Travel (staff)	$0				
Equipment	$0				
Per Diem, Fees & Contracts	$52500				
Telecom-munications	$0				
Other:	$0				
TOTAL	$52,500				

We, the undersigned, certify that the expenditures reported have been made for program accomplishments within the approved budgeted items.

_____ _____

Fiscal Agent Signature **Collaborative Chairperson Signature**

_____ _____

Print Name **Print Name**

Date:_____ **Date:**_____

For Office Use Only:
Date Received at Georgia Family Connection Partnership _____Initials_____

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Annex B Part 2

Quarterly Subcontractor Report FY23

County: Effingham	**Contract #:**
Fiscal Agent: Effingham County Board of Commissioners	**Quarter #:**

- **Fiscal agents are required to complete this form if the above referenced contract has dollars budgeted under Per Diem, Fees and Contracts.**
- **The name, service, and amount of each subcontractor/vendor under the Family Connection contract must be listed in the table below.**
- **This form must be completed, signed by fiscal agent and attached to each Quarterly Expenditure Report (Annex B Part 1).**
- **Reimbursement for quarterly expenditures will be delayed if this form is not completed and attached to each Quarterly Expenditure Report (Annex B Part 1).**

Name of Contractor and Service Provided	Total Subcontract Amount For The Year	Amount Expended this Quarter	Small/Minority Business Yes/No
Total Amount Expended this Quarter for all subcontractors/vendors ***(Note: This amount should equal the requested reimbursement amount in Per Diem Fees & Contracts on Annex B-1)***			

[*Note to SS: Name of Contractor, service provided, and total subcontractor amount for the year are pulled from the approved budget. Amount expended this quarter and small/minority business are entered quarterly.****]***

_____

Fiscal Agent Signature

_____

Print Name

Date:_____

For Office Use Only:
Date Received at
Georgia Family Connection Partnership _____Initials_____

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Annex C Part 1

Quarterly Narrative Report FY23

County: Effingham	**Contract #:**
Fiscal Agent: Effingham County Board of Commissioners	**Quarter #:**
	Date:

Strategy Implementation
Strategy 1
Strategy 2
Strategy 3
Strategy 4
Strategy 5

_____ _____

Collaborative Chairperson Signature **Collaborative Coordinator Signature**

_____ _____

Print Name **Print Name**

Date: _____ **Date:** _____

For Office Use Only:
Date Received at Georgia Family Connection Partnership_____Initials_____

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Family Connection
Status Report
FY 2023 Plan of Action (if Required)

County: Effingham	**Contract #:**
Fiscal Agent: Effingham County Board of Commissioners	**Quarter #:**
	Date:

This is to verify that the development of the FY 2023 Plan of Action for the above referenced county has been completed as required.

_____

Signature, Community Support Team Leader

_____

Date

Attach this Status Report to the Quarterly Report.

For Office Use Only:

Date Received at Family Connection Partnership _____Initials_____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and **Effingham County Board of Commissioners** (hereinafter referred to as "Contractor") as an annex to **Contract No.** _____ between DHS and Contractor (hereinafter referred to as "Contract"). The effective date of this Agreement shall be the date the Contract is executed by Contractor.

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), Public Law 111-5, and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.

2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:

A. Use PHI for internal quality control and auditing purposes.

B. Use or disclose PHI as Required by Law.

C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).

3. Contractor warrants that only individuals designated by title or name on Annex D-1 and Annex D-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.

4. Contractor warrants that the individuals listed by title on Annex D-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Annex D-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Annex D-1 are impermissible.

5. Contractor warrants that the individuals listed by name on Annex D-2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Annex D-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Annex D-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.

6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.

7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DHS:

Jamila Coleman
DHS HIPAA Privacy Officer
Office of General Counsel
privacy@dhs.ga.gov
404-463-0363

Randy C. Coleburn
DHS Chief Information Security Officer
Randy.Coleburn@dhs.ga.gov
404-651-9876

B. At Contractor: Wesley Corbitt
Effingham County Board of Commissioners
BOC Chair
(912) 754-2123
wcorbitt@effinghamcounty.org

8. Contractor agrees that it will:

A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.

B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.

C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.

D. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Annex D-1 and Annex D-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.

E. Upon DHS's reasonable request, but, no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.

F. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.

G. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.

H. Except for "Non-Reportable Incidents," report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;

ii. the inadvertent disclosure of PHI from a person designated in Annex D-1 or Annex D -2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Annex D-1 or Annex D-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.

I. Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;

ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;

iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;

iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;

v. What steps individuals who may have been harmed by the incident might take to protect themselves; and

vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS within five (5) business days of DHS's request for proof of implementation.

J. Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

K. Upon DHS's reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.

L. Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.

M. If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.

N. Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 C.F.R. §164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.

O. In order to meet the requirements under 45 C.F.R. § 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.

P. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.

Q. Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or

regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to DHS upon request.

R. In addition to any indemnification provisions in the Contract, indemnify DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.

S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of $300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. DHS agrees that it will:

A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.

B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.

C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.

D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The **Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

A. Termination for Cause. Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:

i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;

ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or

iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain instructions from DHS for either the return or destruction of the PHI.

ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.

iii. This Effect of Termination section survives the termination of the Agreement.

11. Interpretation. Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

12. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.

(Signatures on next page)

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

Effingham County Board of Commissioners

BY: _____ _____
SIGNATURE DATE

_____

_____
TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

ANNEX D-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract. **If this is not applicable please mark the first line below with N/A**:

- _____
- _____
- _____
- _____
- _____

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Annex D-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Annex D-1 as needed and provide the updated form to DHS Project Leader Contact.

ANNEX D-2

Part 1:
Please initial beside the correct option. Please select only one option.

_____ Contractor **DOES NOT** need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

_____ Contractor **DOES** need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:
Please complete the table below if you indicated that Contractor **DOES** need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of Access (Read only? Write?)

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinators privacy@dhs.ga.gov and Randy.Coleburn@dhs.ga.gov immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Annex D-2 as needed and provide the updated form to DHS Project Leader Contact.

SECURITY AND IMMIGRATION COMPLIANCE

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____ ***(This is a 4, 5, or 6 digit number, also known as eVerify Company ID)***
Federal Work Authorization User Identification Number ***(Not Tax ID or SS Number)***

_____
Date of Authorization ***(This is the date the Company ID was issued by the Federal eVerify system)***

_____
Name of Contractor ***(Legal Name of Contractor, not an abbreviated version)***

_____
Name of Project ***(or Service Provided, such as "DFCS Client Services")***

Department of Human Services
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, ___, 202__ in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,202__.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Clarified Version 1/5/2015-agb

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202_____ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202_____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Sub-subcontractor

_____
Name of Project

_____
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 202 _____ in _____(city),_____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 202_____.

_____
NOTARY PUBLIC

My Commission Expires:

_____

ANNEX F

Brian P. Kemp
Governor

Candice L. Broce
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

Department of Human Services
Notice Concerning Critical Incident Reporting

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

Via web: http://dhs.georgia.gov, Navigate to "Divisions & Offices",

scroll to "Office of Inspector General" and click "online form".

Address: 2 Peachtree Street, NW, Suite 30.450
Atlanta, Georgia 30303-3142

Brian P. Kemp
Governor

Candice L. Broce
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

Contractor Name: _____

RE: Security and Immigration Compliance – Purchase of Services $2,499.99 or More

Dear Sir or Madam:

The Department of Human Services (DHS), among other public employers in Georgia, is required to ensure that its Contractors comply with the provisions of Title 13, Chapter 10, Article 3 titled Security and Immigration Compliance. See Senate Bill 160 at http://www.legis.ga.gov/Legislation/en-US/display/20132014/SB/160.

Accordingly, DHS is required to obtain the sworn affidavit herein provided for purchases of services which exceed $2,499.99. The Contractor's representative must complete the information in the spaces provided on the form titled "Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)" and sign on behalf of the Contractor in the presence of a notary public.

Contractor should return the Contractor Affidavit to DHS. The Subcontractor and Sub-Subcontractor Affidavits should not be returned. They are to be used by you as the Contractor. If additional copies of the forms are needed, they can be found at http://www.audits.ga.gov/NALGAD/section_3_affidavits.html. Again, do not return the Subcontractor and Sub-Subcontractor Affidavits.

If you are an individual (non-entity) claiming an exemption under Option 1 or Option 2 below, check the appropriate option, sign, date and return this letter to DHS with a copy of your driver's license (Option 1 only).

Please return the required documents immediately to permit DHS to report compliance in a timely manner. Questions concerning compliance with or exemption from Title 13, Chapter 10, Article 3 must be directed to your legal advisor. We appreciate your prompt consideration of this matter.

Claim of Exemption ***(check only one (1) option, if applicable)***

____ **Option 1: Applies only to licensed professionals (individuals only-not entities) such as Attorneys, Pharmacists, Certified Public Accountants, etc.**

As an individual (non-entity) Contractor who is licensed pursuant to the Official Code of Georgia, Annotated (O.C.G.A.) Title 26 or Title 43 or by the State Bar of Georgia (Attorneys), in good standing, and who has contracted with DHS to render such licensed professional services, I am exempt from providing the affidavit required by O.C.G.A. Title 13, Chapter 10, Article 3.

____ **Option 2: Applies only to Contractors with Zero (0) Employees**

As a Contractor who has zero (0) employees and has no intent to hire employees during the project period, in lieu of the affidavit required by O.C.G.A. 13-10-91(b), I am submitting a copy of my state issued driver's license or identification card. The driver's license or identification card is issued by a state that verifies lawful immigration status prior to issuance.

____ **Copy of Driver's License or Identification Card is Attached for Option 2 *(not required for Option1)*.**

_____	_____	_____
Individual's Printed Name	Individual's Signature	Date Signed

Attachments: Contractor, Subcontractor and Sub-Subcontractor Affidavit Forms

Staff Report

Subject: ACCG- Group Self-Insurance Workers' Compensation Fund- Employee Safety Grant Application
Author: Sarah Mausolf, Director
Department: Human Resources and Risk Management
Meeting Date: June 21, 2022
Item Description: Consideration for Effingham County Board of Commissioners to approve a grant application to ACCG-Group Self-Insurance Workers' Compensation Fund- Employee Safety Grant Application

Summary Recommendation
Staff is requesting Effingham County Board of Commissioners to ratify and affirm grant application to ACCG-Group Self-Insurance Workers' Compensation Fund- Employee Safety Grant Application. Grant money must be used on items that will promote the safety and health of our employees. In the past we have purchased sanitizing and defogging machines for each department. This year we are looking to provide safety items pertaining to fire protection; spill/first aid kits; slips/falls; flagger equipment and PPE for multiple departments.

Executive Summary
ACCG awards grants each year to recognize Counties that are participating in the Safety programs, providing positive impacts on safety expenses and employee productivity.

Background
- The grant application deadline is July 31,2022.
- No cost share requirement

Alternatives
1. Approve the grant application to ACCG-Group Self-Insurance Workers' Compensation Fund- Employee Safety Grant Application submittal.

2. Do not approve the grant application to ACCG- Group Self-Insurance Workers' Compensation Fund- Employee Safety Grant Application submittal.

3. Provide Staff with direction.

Other Alternatives:
None

Department Review: County Manager, Human Resources

Funding Source: No impact on funding, no cost share required.

Attachments: ACCG- Group Self-Insurance Workers' Compensation Fund- Employee Safety Grant Application and supporting documentation.

ACCG
Advancing Georgia's Counties

2022

LGRMS
RISK CONTROL
ACCG | GMA

ACCG – Group Self-Insurance Workers' Compensation Fund

Employee Safety Grant Application

Member Name:	Effingham County Board of Commissioners		
Member's Insurance Contact:	Sarah Mausolf		
Phone #:	(912) 754-2104	Email:	smausolf@effinghamcounty.org

Items Requested for Reimbursement:

#	Item Name	How will this item reduce workers' comp risks?	Estimated Cost
1	Fire Protection: Escape Ladders/Smoke Alarms	Escape ladders work alongside smoke alarms and can alert employees to the danger and provide a means of escape if there is no other route available.	$465.65
2	Spill Kits and First Aid Kits	To assist with blood pathogen and biohazard clean up to ensure protection for employees.	$498.19
3	Slips/Falls: Slip Resistant Mats, wet floor signs	Slips and falls can cause harm to everyone in a facility, regardless of title or job.	$551.99
4	Flagger Equipment: signs, flags, traffic cones	To ensure that flaggers are visible to everyone on the roads.	$575.78
5	PPE: Gloves, Hard hats, boots, protective eye glass, chainsaw chaps, vests, etc.	To minimize exposure to hazards that may cause serious injuries in the workplace.	$1,968.61
		TOTAL	$4,112.18

Application Checklist:

	Current Safety Action Plan
	Expected cost, purchase order, invoice or receipt attached for each requested item

Member's Approval / Submittal Authorization (Chairman / Executive Director):
As Chairman (or Authority Director), I hereby acknowledge and verify that I have read, support, and agree to fully comply with all requirements of the ACCG-GSIWCF Employee Safety Grant.

Print Name		Date	
Signature			

For further assistance, LGRMS Director Dan Beck can be contacted at 678.686.6279; toll-free at 800.650.3120 or email dbeck@lgrms.com.
To be eligible, the Employee Safety Grant Application must be completed **between April 1, 2022 and July 31, 2022.**
Submit to accginsurance@accg.org with the *Email Subject Line:* EMPLOYEE SAFETY GRANT PROGRA
Originals are not necessary.

Staff Report

Subject: **2nd Reading Zoning Map Amendment**
Author: Teresa Concannon, AICP, Planning & Zoning Manager
Department: Development Services
Meeting Date: June 21, 2022

Item Description: **Chesterfield, LLC** as Agent for **Janis Z. Bevill et al.** requests a **variance** from *section 3.4*, to reduce the required buffer between industrial and various zoned parcels. Located on Hodgeville Road, zoned **I-1**. **[Map# 434 Parcels# 24,24A,26,26C]**

Summary Recommendation
Staff has reviewed the application, and recommends **denial** of the request for a **variance** from *section 3.4* to reduce required buffer between industrial and various zoned parcels.

Executive Summary/Background

- Pursuant to Section 7.1.8, variances may only be granted if the following findings are made:

  That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness, of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not to circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located; and

  That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance, and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.
- Warehouse Distribution Centers are a heavy industrial use. The 76.84-acre collection of parcels is bordered by industrial zoned land and by residential and commercial zoned properties.
- 434-26 & 434-26C were reviewed as a DRI for a proposed 840,000 sf warehouse in 2021. A variance for the buffer requirement along one undeveloped section of the property boundary was approved.
- The scale of the proposed warehouse development exceeds the threshold (500,000 gross sf) to be considered a Development of Regional Impact (DRI). The Coastal Regional Commission determined that the project (DRI # 3654) warranted regional review; requested comments; and completed a DRI report.
- The project is not consistent with the Regional Future Development Map, which shows the project site area as Rural. Rural areas are not expected to urbanize or require urban services in the next 20 years.
- The county Future Land Use map indicates the project site is in an Agriculture area, which includes uses such as farming, livestock, timber harvesting, or recreation.
- The required vegetative buffer between heavy industrial and AR/R zoning districts is 300'. The proposed buffer reduction is from 300' to 75' along all boundaries with AR and R zoning districts.
- 434-24 and 434-24A were rezoned to I-1 in 2021. The buffer requirements for heavy industrial development were discussed at those public hearings.
- The collection of parcels does not present any exceptional topographical features; the proposed 2.096 million sf of warehousing cannot be developed without significant reductions to the required buffers.
- Given the residential uses in the surrounding land, there is no case to be made for reducing the screening buffer on the industrial tract. The solution is to reduce the scale of the development and include a 300' vegetative buffer to screen the heavy industrial use and allow for stormwater filtration.
- At the May 16 Planning Board meeting Ryan Thompson recused himself from the vote. Peter Higgins, made a motion to **deny** the request for a **variance** from *section 3.4.*
- The motion was seconded by Brad Smith, and carried unanimously.
- At the June 7, 2022 meeting, the Board of Commissioners approved a first reading, and added three conditions:

1. A 150-foot buffer consisting of a 25-foot high earthen berm in the upland portions, and a 50- f undisturbed strip along the entire southeastern property boundary with Jamestown Subdivision and parcels 435-60, 434-28, 434-3B. The berm shall be planted with vegetation. Property owner /Applicant and its successors and assigns shall perpetually maintain the earthen berm and vegetation.
2. The portion of the buffer at the boundary of 434-24A and 435-60, which does not currently have planted trees, shall be planted with trees and understory vegetation, pursuant to section 3.4 Buffers, in the 50' undisturbed portion of the buffer.
3. Only construction traffic is permitted to use Hodgeville Road to access the above-referenced parcels. At the opening of the Effingham Parkway, all truck traffic shall use it exclusively to access the development. All trucks serving the business in the development shall comply section 74.8 Designated Truck Routes.

Alternatives

1. Approve the request for a **variance** from section 3.4 to reduce required buffer, with conditions:

1. A 150-foot buffer consisting of a 25-foot high earthen berm in the upland portions, and a 50- foot undisturbed strip along the entire southeastern property boundary with Jamestown Subdivision and parcels 435-60, 434-28, 434-3B. The berm shall be planted with vegetation. Property owner /Applicant and its successors and assigns shall perpetually maintain the earthen berm and vegetation.
2. The portion of the buffer at the boundary of 434-24A and 435-60, which does not currently have planted trees, shall be planted with trees and understory vegetation, pursuant to section 3.4 Buffers, in the 50' undisturbed portion of the buffer.
3. Only construction traffic is permitted to use Hodgeville Road to access the above-referenced parcels. At the opening of the Effingham Parkway, all truck traffic shall use it exclusively to access the development. All trucks serving the business in the development shall comply section 74.8 Designated Truck Routes.

2. Deny the request for a **variance** from section 3.4 to reduce required buffer.

Recommended Alternative: 2 **Other Alternatives:** 1

Department Review: Development Services **FUNDING:** N/A

Attachments: 1. Zoning Map Amendment

STATE OF GEORGIA
EFFINGHAM COUNTY

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 434-24, 24A, 26 & 26C
AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO. 434-24, 24A, 26 & 26C

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED by the Effingham County Board of Commissioners in regular meeting assembled and pursuant to lawful authority thereof:

WHEREAS, CHESTERFIELD, LLC AS AGENT FOR JANIS Z. BEVILL ET AL. has filed an application for a variance, to reduce the required 300' buffer between industrial and residential zoned parcels; map and parcel number 434-24, 24A, 26 & 26C, located in the 2nd commissioner district, and

WHEREAS, a public hearing was held on June 7, 2022 and notice of said hearing having been published in the Effingham County Herald on May 4, 2022; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on April 27, 2022; and

IT IS HEREBY ORDAINED THAT a variance to reduce the required 300' buffer between industrial and residential zoned parcels; map and parcel number 434-24, 24A, 26 & 26C, located in the 2nd commissioner district is approved, with the following conditions:

1. A 150-foot buffer consisting of a 25-foot high earthen berm in the upland portions, and a 50- foot undisturbed strip along the entire southeastern property boundary with Jamestown Subdivision and parcels 435-60, 434-28, 434-3B. The berm shall be planted with vegetation. Property owner/Applicant and its successors and assigns shall perpetually maintain the earthen berm and vegetation.
2. The portion of the buffer at the boundary of 434-24A and 435-60, which does not currently have planted trees, shall be planted with trees and understory vegetation, pursuant to section 3.4 Buffers, in the 50' undisturbed portion of the buffer.
3. Only construction traffic is permitted to use Hodgeville Road to access the above-referenced parcels. At the opening of the Effingham Parkway, all truck traffic shall use it exclusively to access the development. All trucks serving the business in the development shall comply section 74.8 Designated Truck Routes.

All ordinances or part of ordinances in conflict herewith are hereby repealed.

This _____ day of _____, 20____

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

BY: _____
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: _____

_____
STEPHANIE JOHNSON
COUNTY CLERK

Staff Report

Subject: 2nd and final reading of FY 2023 budget and budget ordinance
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 6/21/22
Item Description: 2nd reading and final presentation of the Effingham County Board of Commissioners' Fiscal Year 2023 proposed budget and 2nd and final reading of the budget ordinance for the new fiscal year July 1st, 2022 to June 30th, 2023

Summary Recommendation:
Staff recommends approval of the proposed FY 2023 budget and budget ordinance filed with the Clerk

Executive Summary:
The fiscal year for the county begins on July 1st of each year and ends on June 30th of the following year.

1. Georgia law mandates that the Board of Commissioners have a budget in place for the new fiscal year.
2. The budget is adopted by ordinance and requires two public readings. The first and 2nd (final) reading are currently scheduled for 6/7/22 and 6/21/22.
4. The 2nd reading copy of the FY 2023 proposed budget is attached.

Background:
1. **Changes to the General Fund since the 1st reading:**
    a. All personnel at the Sheriff's Office have had $3.00 per hour (or the salary equivalent) added to their wage. If they were receiving an increase from the salary study, this $3.00 is in addition to that
    b. EMS had $14,000 for training equipment budgeted in FY 2022 that has been delayed, this funding was rolled forward to FY 2023 in this draft
    c. We received updated tax digests on 6/6/22 that have been incorporated into this final draft, there was a slight increase in the net digest over the amount in the 1st budget reading
    d. A temporary part-time position was added in EMA to assist with the transition of the new EMA Coordinator. This position will only be paid as-needed while the new coordinator comes into their role
    e. Fund balance usage has gone from $2.34 million to $2.87 million, largely as a result of the Sheriff's Office personnel changes. Overall general fund expenditures went from $44.87 million to $45.44 million

2. **Changes to the Special Funds since the 1st reading:**
    a. All personnel in E911 have had $3.00 per hour (or the salary equivalent) added to their wage. If they were receiving an increase from the salary study, this $3.00 is in addition to that
    b. Code enforcement officers and building inspectors have had a $2.00 per hour (or the salary equivalent) increase added to their wages. If they were receiving an increase from the salary study, this $2.00 is in addition to that
    c. Parks & Landscapes had funding to improve their maintenance shop lot in FY 2022. That $20,000 has been rolled forward to FY 2023
    d. Parks & Landscapes had a large 72" zero turn mower that recently became inoperable, $12,000 added to replace this unit

Alternatives for Commission to Consider:

1. Approve the proposed budget resolution and budget ordinance filed with the Clerk.
2. Do not approve the proposed budget resolution or budget ordinance.
3. Provide staff with direction.

Recommended Alternative:

Staff recommends Alternative number 1 – approval of the FY22 budget resolution and budget ordinance as filed with the clerk.

Other Alternatives:

N/A

Department Review: *(list departments)*

Available for all departments and public to review

Funding Source:

As noted in the budget

Attachments:

1. Proposed budget ordinance 2nd reading

Effingham County
Board of Commissioners



Budget FY 2023

For the fiscal year July 1, 2022 to June 30, 2023

June 7, 2022 — First Reading

June 21, 2022 — Second Reading

It is the Mission of the Effingham County Board of Commissioners to provide, through the highest integrity, a county government which will assure our citizens a safe and healthy environment to encourage and promote a high quality of life.

Administrative Complex
601 North Laurel Street
Springfield, Georgia 31329
(912)754-2123

Mr. Wesley Corbitt
Chairman-at-large

Mr. Forrest Floyd
District 1

Mr. Roger Burdette
District 2

Mr. Jamie DeLoach
District 3

Mr. Reggie Loper
District 4

Mr. Phil Kieffer
District 5

_____

Tim Callanan
County Manager

Stephanie Johnson
County Clerk

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WESLEY CORBITT
Chairman At Large

STEPHANIE JOHNSON
County Clerk

TIMOTHY J. CALLANAN
County Manager

EDWA[illegible], JR.
County Attorney

Item XII. 1.

Effingham County Board of Commissioners

FORREST FLOYD
District 1

ROGER BURDETTE
District 2

JAMIE DELOACH
Vice Chairman - District 3

REGINALD S. LOPER, SR.
District 4

PHIL KIEFFER
District 5

Dear Effingham County Board of Commissioners,

The final draft of the Effingham County Board of Commissioners budget for the fiscal year beginning July 1, 2022 and continuing through June 30, 2023 is attached. The county is growing, and the digest is increasing. Digest growth is driven not only by reassessments of existing properties but by significant amounts of new construction, as well. The economic outlook for 2022-2023 is characterized by strong growth but tempered by concerns about the global economic climate. The budget we propose for the coming year continues to promote operational efficiency while still addressing departmental requests. Prior year fund balance growth in the general fund has prompted us to be more assertive with our sales tax projections while still exercising caution in the face of economic uncertainty. The general fund revenues have experienced enough growth to attend to the needs of the growing County while meeting our significant obligation to the Joint Development Authority project using only a comparatively modest amount of fund balance.

Though the forecast is cautiously positive, budget creation has not been without challenges this year. Inflation has been a larger driver of budget decisions than in recent years, and will be closely monitored throughout the fiscal year for any needed amendments. As is expected this time of year, PT-32s are not yet finalized so preliminary digests were used to project property taxes. All other revenues are forecasted based on previous year trends and averages. This draft of the general fund budget is balanced at $45,442,304 – a 11.98% increase over FY 2022 adopted budget, and an 8.14% increase excluding one-time capital expenditures.

The property digest continues to reflect a positive change from a net digest of $1,528,720,160 in 2013 to an estimated $2,682,262,651 in fall 2022. Considering the economic climate, the estimates for Local Option Sales Tax (LOST) and Special Purpose Local Option Sales Tax (SPLOST) have been budgeted at the six-month average.

The tax year 2021 millage rate was 7.337 for general fund county M&O and our rollback rate is currently calculated at 6.855 which may change with the updated digest calculations.

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(912) 754-2123 • Fax (912) 754-4157

Revenue in the general fund includes functional revenue of $7,312,358; property tax and TAVT revenue of $22,849,172; LOST revenue of $10,697,828; and other general revenues of $4,582,945 which includes using $2,872,133 of fund balance for capital expenditures.

SPLOST proceeds are anticipated at $13,074,419 this year (before payments to the cities) and when coupled with existing funds on hand and the new SPLOST bond, will allow for funding of major building improvements, essential equipment such as fire and EMS apparatus and other necessary capital improvement projects.

Included is a net of twenty-six (26) new positions across all funds. This includes 15 new firefighter positions for the two new stations, four new paramedics for a new ambulance, and increases in part-time or full-time positions in the Probate Court, EMA, Facilities Maintenance, County Manager department, Information Technology, the Board of Equalization, Recreation, Parks & Landscapes, Development Services, and Senior Citizens. Five of these positions were added during FY 2022 and six positions were removed from the UGA Extension Office this year.

There are several items that I would like to draw special attention to in this budget:

- General fund budget is built around a reduced millage rate for county M&O. Full rollback used, no M&O tax increase
- Fully funding a new 24-hour ambulance staffed with the four new paramedics
- 15 new firefighters to staff the two new fire stations to be completed in FY 2023
- Public Information Officer funded
- Second half of the salary study is fully implemented
- Implementation of the up-to-5% one-time disbursement program
- All Sheriff's Office employees receiving at least a $3.00 per hour increase
- Joint Development Authority project is funded at $4 million
- Total capital projects are $80.2 million
    - General Fund - $5.2 million, includes JDA funding
    - American Rescue Plan Act funds - $11.6 million
    - Special Tax District - $607,000
    - Fire & Rescue - $2.4 million
    - Development Services – $68,000
    - SPLOST 2017 – $11.9 million
    - SPLOST 2021 - $22.4 million, includes bond funding
    - TSPLOST - $22.2 million
    - Water Bond - $3.2 million
    - Water & Sewer - $395,000
    - WWTP - $122,000

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Though this letter focuses mostly on the general fund, we continue to work with enterprise funds to promote self-sufficient services. We also strive for this in other special funds, such as the Development Services fund and Fire & Rescue fund. Towards that end, staff is examining the current fee structures and soon will propose changes for Board consideration.

This FY 2023 recommended budget recognizes the strong economic growth experienced over the last 12 months while also exercising caution in light of the global economic climate. Combined with careful monitoring of the County's fiscal condition as we navigate inflationary challenges, this budget is a critical step to move our county forward towards our goals.

Sincerely,

Tim Callanan
County Manager

802 South Laurel Street • Springfield, Georgia 31329
(912) 754-2123 • Fax (912) 754-4157

STATE OF GEORGIA
COUNTY OF EFFINGHAM

FISCAL YEAR 2023 BUDGET ORDINANCE

AN ORDINANCE TO ADOPT THE FISCAL YEAR 2023 BUDGET FOR EACH FUND OF EFFINGHAM COUNTY, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH FUND WITHIN SAID BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF PROJECTED REVENUE, ESTABLISHING THE LEGAL LEVEL OF CONTROL WITHIN EACH FUND/DEPARTMENT, PROHIBITING EXPENDITURES AND EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE, AUTHORIZING IMPLEMENTATION OF CERTAIN REVENUE FEES, PERSONNEL IMPROVEMENTS, PUBLIC SAFETY IMPROVEMENTS, AND FOR OTHER PURPOSES

WHEREAS, as used in this ordinance, the term:

(1) "Budget" means a plan of financial operation embodying an estimate of proposed expenditures during a budget period and the proposed means of financing them;

(2) "Budget period" means Fiscal Year 2023, more particularly defined as the fiscal year beginning on July 1, 2022 and ending on June 30, 2023;

(3) "Capital projects fund" means a fund used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed by resources from proprietary type activities which are accounted for in enterprise funds or those financed with funds held by the local government in a trustee capacity;

(4) "Debt service fund" means a fund used to account for the accumulation of resources for and the payment of general long-term debt principal and interest;

(5) "Department" means a departmental unit for which funding is allocated by the Board of Commissioners of Effingham County, including, but not limited to, departments operated by other elected or appointed officials, such as the Board of Assessors, Board of Equalization, Board of Elections and Registrations, Sheriff, Magistrate Court, Probate Court, State Court, Solicitor General, Superior Court Clerk, and Tax Commissioner.

(6) "Enterprise fund" means a fund used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing authority is that the costs (meaning expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges or where the governing authority has decided that periodic determination of revenues earned, expenses incurred, or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes

(7) "Fiduciary fund" means those trust and agency funds used to account for assets held by a local government in a trustee capacity or as an agent for individuals, private organizations, other governmental units, or other funds;

(8) "Fund" means a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which is segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations;

(9) "General fund" means the fund used to account for all financial resources except those required to be accounted for in another fund;

(10) "Governing authority" means the Board of Commissioners of Effingham County, Georgia;

(11) "Internal service fund" means a fund used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the governmental unit or to other governmental units on a cost-reimbursement basis;

(12) "Legal level of control" means the lowest level of budgetary detail at which a department head or elected official may not reassign resources without approval of the Board of Commissioners;

(13) "Special revenue fund" means a fund used to account for the proceeds of specific revenue sources, other than those for major capital projects or those held by the government in a trustee capacity, that are legally restricted to expenditure for specified purposes;

(14) All funds are to be setup and financial transactions recorded in accordance with GAAP (Generally Accepted Accounting Principles) and GASB (Governmental Accounting Standards Board, and as prescribed by the State of Georgia Uniform Chart of Accounts. Accounts

WHEREAS, O.C.G.A. § 36-81-2(b)(1) and sound fiscal management practices require the Board of Commissioners to adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund in use by the local government; and

WHEREAS, O.C.G.A. § 36-81-2(b)(2) requires the Board of Commissioners adopt and operate under a project-length balanced budget for each capital projects fund in use by the government in the year that the project initially begins, and further requires that the project- length balanced budget shall appropriate total expenditures for the duration of the capital project; and

WHEREAS, a budget ordinance or resolution is balanced when the sum of estimated revenues and appropriated fund balances is equal to appropriations; and

WHEREAS, the County Manager of Effingham County has presented a proposed Fiscal Year 2023 budget to the Board of Commissioners for each of the several funds for which the Board of Commissioners is responsible, and

WHEREAS, the proposed Fiscal Year 2023 budget is an estimate of the financial requirements at the legal level of control for each fund requiring a budget and provides a

statement of the amount budgeted for anticipated revenues by source and the amount budgeted for expenditures at the legal level of control; and

WHEREAS, the proposed Fiscal Year 2023 budget proposes certain levies and charges to finance expenditures within each fund, and lists the anticipated revenues to be derived therefrom; and

WHEREAS, the proposed Fiscal Year 2023 budget projects that, within each fund, projected revenues including the use of fund balances shall equal proposed expenditures, and is therefore a balanced budget within each such fund; and

WHEREAS, the County Manager has further recommended certain revenue fees, personnel changes and improvements, and public safety improvements, for which funding is included in the several departmental budgets presented herewith, together;

WHEREAS, the County Manager has further recommended that a Legal Level of Control be established within each department's overall total of expenditures;

NOW THEREFORE, BE IT ORDAINED that the proposed Fiscal Year 2023 budget, as presented to the Board on June 07, 2022, and including amendments presented to the Board on June 21, 2022, is adopted and approved as the Fiscal Year 2023 Budget for Effingham County, Georgia. Said budget, which is on file with the Clerk of the Board of Commissioners, is adopted by reference and incorporated herein.

BE IT FURTHER ORDAINED that the several items of revenues, other financial resources, and sources of cash projected to be available as reflected in the Fiscal Year 2023 budget, together with the several amounts allocated for each fund for expenditures or expenses, are hereby approved at the line-item level and appropriated to the departments identified in each fund.

BE IT FURTHER ORDAINED that the legal level of control shall be set at the department level, and expenditures within each department shall not exceed the appropriations authorized by this budget,

BE IT FURTHER ORDAINED that the Board of Commissioners may amend the Fiscal Year 2023 budget so as to adapt to changing governmental needs during the budget period. Amendments shall be made as follows:

(1) Any increase in appropriation above the legal level of control of the Board of Commissioners, whether accomplished through a change in anticipated revenues in any fund or through a transfer or re-assignment of appropriations, shall require the approval of the Board of Commissioners by ordinance or resolution. Appropriation increases are to be brought before the board at least quarterly. The Manager my effect changes within the personnel budget of one or more departments as long as there is no increase in the amount appropriated by the Board within those departments. The Manager may make changes in percentages of personnel charged between funds, hold positions unfilled and or use emergency hire funding in department 11 to appropriate funds to individual departments funded by the general fund and special funds.

(2) Transfers of funds between funds and or expenditure appropriations within any fund below the legal level of control established by the Board of Commissioners

and or between county funds shall require only the approval of the Finance Director and County Manager; except that the Sheriff, Tax Commissioner, Magistrate Judge, Probate Court Judge, State Court Judge, Solicitor General, and Superior Court Clerk, as elected officials, may transfer or re-assign appropriations to their department within any expenditure category below the legal level of control upon written notice to the County Manager and Finance Director.

(3) The Board of Commissioners directs and authorizes the County Manager and the Finance Director to record revenue and expenditures in accordance with Generally Accepted Accounting Principles and the standards of the Governmental Accounting Standards Board, and as prescribed by the State of Georgia Uniform Chart of Accounts, to increase revenue budgets to reflect receipts exceeding those budgeted, and to facilitate the movement of funds for the operation of county government.

(4) The Board of Commissioners may amend the legal level of control to establish a more detailed level of budgetary control at any time during the budget period by ordinance or resolution.

(5) The Board of Commissioners directs and authorizes the County Manager and the Finance Director to review and use forfeitures for the reduction of current expense and or repayment of errors.

BE IT FURTHER ORDAINED that no expenditure shall be made from funds appropriated by the Board of Commissioners except in accordance with all federal and state laws and regulations, and ordinances, resolutions, and policies adopted by the Board of Commissioners governing expenditures for capital improvements, goods, supplies, and services.

SO ORDAINED by the Effingham County Board of Commissioners this 21st day of June 2022

ATTEST:

_____
Wesley Corbitt, Chairman

ATTEST:

_____
Stephanie Johnson, County Clerk

FIRST READING:

June 07, 2022

SECOND READING:

June 21, 2022

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Introduction | 2023

Reader's Guide

This budget describes how the Effingham County Board of Commissioners plans to meet the needs of Effingham County residents and visitors, and provides a funding structure that is fiscally responsible. This budget is designed to allow for the effective management of governmental operations. This budget is presented in five sections:

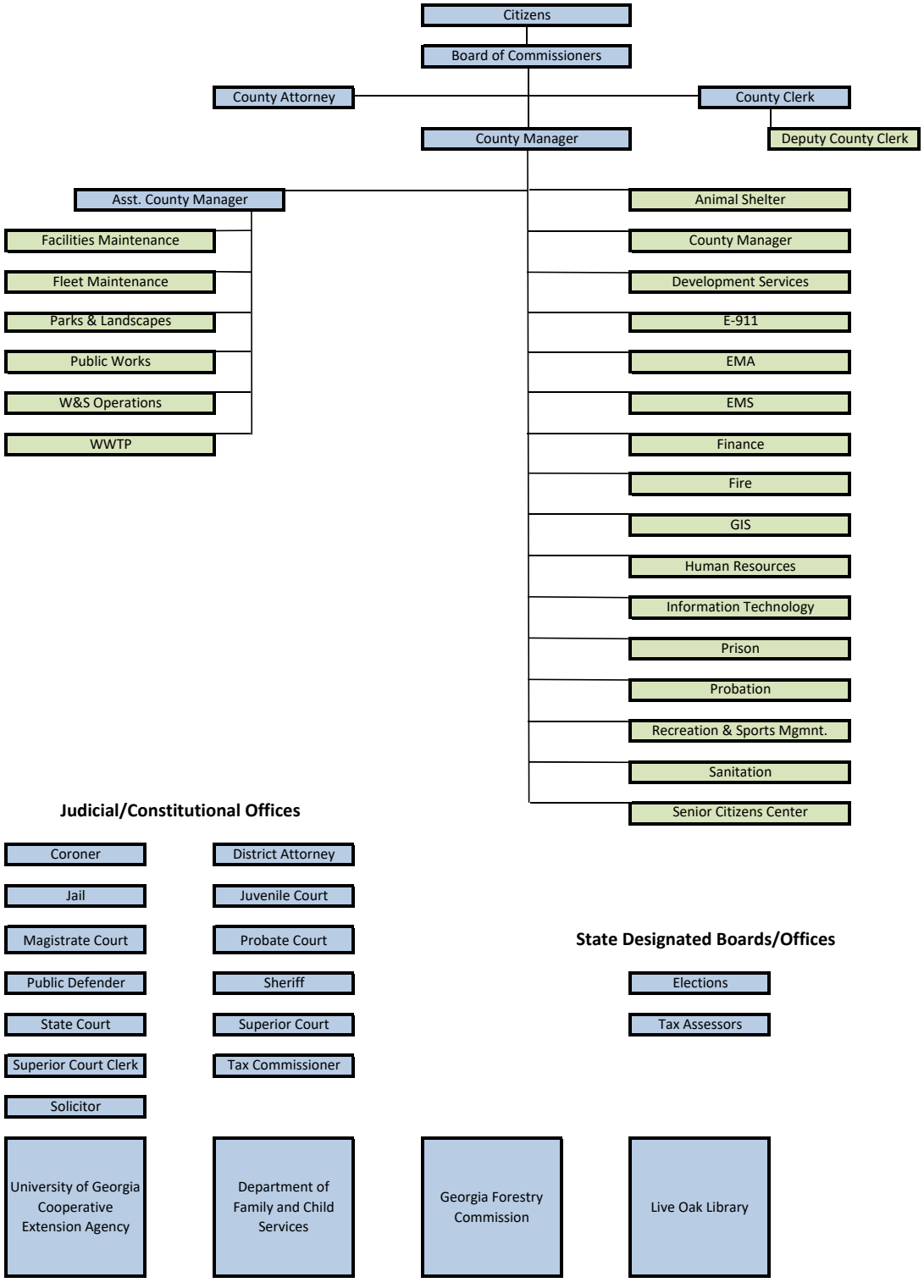
Introduction
The Introduction provides descriptions of the composition of the County's government through boards, commissions, and committees and their general structure and organization.

General Fund
The General Fund includes budget overview, summaries, and departmental details of each County department funded by the County's General Fund. The General Fund comprises departments that rely on property tax revenue and provide services County-wide without regard to local or municipal boundaries.

Special Funds
The Special Funds section also includes a budget overview, summary and departmental details of each County department that is funded by a Special Fund. These funds include enterprise funds and/or funds that have revenue that is used to directly provide a special governmental service. These services can be limited to unincorporated citizens only as municipalities may provide a duplicate service, examples include: Sanitation, Development Services,Fire Protection and a host of other such services.

Special Tax District
The Special Tax District includes a budget overview and summary detail for the budgeted allocation of Special Tax District revenue. The Special Tax District is a result of service delivery negotiations and agreements with the cities of Guyton, Rincon, and Springfield.

Effingham County Organizational Chart



Introduction - Boards & Committees | 2023

Boards, Committees, and Commissions

Aging Services Advisory Council CRC
Board of Elections
Board of Equalizations
Coastal Area District Development Authority
Coastal Georgia Resource Conservation
Communications Comission
Construction Board of Adjustments & Appeals
Department of Family and Children Services
Effingham County Family Connection Board
Gateway Community Services
Health Board
Historic Preservation Advisory Council CRC
Hospital Authority
Industrial Development Authority
Library Board
Middle Coastal Unified Development Authority
Planning Board
Recreation Board
The Savannah Harbor - Interstate 16 Corridor Joint Development Authority
Seacoast Workforce Development Board
South Coastal Regional MHMRSA Board
Southeast Georgia Regional IX EMS Council
Tax Assessor's Board
Transportation Board
Workforce Development Board
Veterans Park Board

Effingham County

General Fund Overview - Revenue , Expense and Millage

2023

Budget Summary

	FY 2022 Requested	FY 2022 Adopted	FY 2023 Requested	FY 2023 Proposed	Diff 2022 / 2023 Proposed	FY 2023 Diff Request /Proposed	2022 / 2023 % Chg
Expenditures							
Personnel	$ 25,086,078.65	$ 25,557,515.80	$ 26,502,917.37	$ 27,860,440.53	$ 2,302,924.74	$ 1,357,523.16	**9.01%**
Services	$ 5,275,938.68	$ 5,096,085.97	$ 5,520,606.33	$ 5,729,934.09	$ 633,848.12	$ 209,327.76	**12.44%**
Supplies	$ 3,017,489.00	$ 3,190,916.00	$ 2,179,868.77	$ 3,390,421.93	$ 199,505.93	$ 1,210,553.16	**6.25%**
Capital	$ 3,915,348.00	$ 3,628,443.60	$ 5,752,692.00	$ 5,186,260.00	$ 1,557,816.40	$ (566,432.00)	**42.93%**
0ther	$ 2,065,900.00	$ 2,852,483.24	$ 2,384,054.96	$ 2,855,162.24	$ 2,679.00	$ 471,107.28	**0.09%**
Transfer 911	$ 175,929.71	$ 191,013.22	$ 352,398.26	$ 352,398.26	$ 161,385.04	$ -	**84.49%**
Transfer Drywaste Center	$ 65,490.00	$ 65,490.00	$ 67,687.00	$ 67,687.00	$ 2,197.00	$ -	**3.35%**
Transfer to Capital Fund	$ -	$ -	$ -	$ -	$ -	$ -	**0.00%**
Total	**$ 39,602,174**	**$ 40,581,948**	**$ 42,760,225**	**$ 45,442,304**	**$ 4,860,356**	**$ 2,682,079**	**11.98%**

	FY 2022 Requested	FY 2022 Adopted	FY 2023 Requested	FY 2023 Proposed	Diff 2022 / 2023 Proposed	Diff 2022 / 2023 Diff Request /Proposed	2022 / 2023 % Chg
Revenues							
Functional Revenues	$ 7,559,786.94	$ 7,559,786.94	$ 7,312,358.97	$ 7,312,358.97	$ (247,427.97)	$ -	**-3.27%**
All Prop Tax & Prior	$ 20,613,689.37	$ 20,613,689.37	$ 22,849,172.26	$ 22,849,172.26	$ 2,235,482.89	$ -	**10.84%**
Lost	$ 7,520,999.01	$ 7,520,999.01	$ 10,697,828.34	$ 10,697,828.34	$ 3,176,829.33	$ -	**42.24%**
Other Revenues	$ 3,806,727.09	$ 3,806,727.09	$ 1,710,811.03	$ 1,710,811.03	$ (2,095,916.06)	$ -	**-55.06%**
Fund Balance	$ 1,080,745.41	$ 1,080,745.41	$ 2,872,133.45	$ 2,872,133.45	$ 1,791,388.04	$ -	**166%**
Total	**$ 40,581,948**	**$ 40,581,948**	**$ 45,442,304**	**$ 45,442,304**	**$ 4,860,356**	**$ -**	**11.98%**

Effingham County Budget - General Fund | 2023

Expenditure Overview

Expenditure	FY 2018 Adopted	FY 2019 Adopted	FY 2020 Adopted	FY 2021 Adopted	FY 2022 Adopted	FY 2023 Proposed	% Change
Personnel	$18,863,416.94	$19,597,038.00	$21,250,319.52	$21,898,671.69	$25,557,515.80	27,860,440.53	9.01%
Services	$5,261,695.47	$5,445,312.00	$4,043,320.81	$4,266,686.50	$5,096,085.97	5,729,934.09	12.44%
Supplies	$2,905,543.50	$2,545,300.00	$2,671,800.00	$2,892,825.00	$3,190,916.00	3,390,421.93	6.25%
Capital	$706,370.04	$0.00	$630,000.00	$1,215,000.00	$3,628,443.60	5,186,260.00	42.93%
0ther	$1,304,020.00	$1,109,628.00	$1,326,289.26	$1,142,892.08	$2,852,483.24	2,855,162.24	0.09%
Transfer 911	$79,080.64	$90,627.00	$23,207.46	$0.00	$191,013.22	352,398.26	84.49%
Transfer Drywaste Center	$80,000.00	$66,000.00	$66,000.00	$64,100.00	$65,490.00	67,687.00	3.35%
Transfer Capital Fund	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	n/a
Total	**$29,200,127**	**$28,853,905**	**$30,010,937**	**$31,480,175**	**$40,581,948**	**$45,442,304**	11.98%

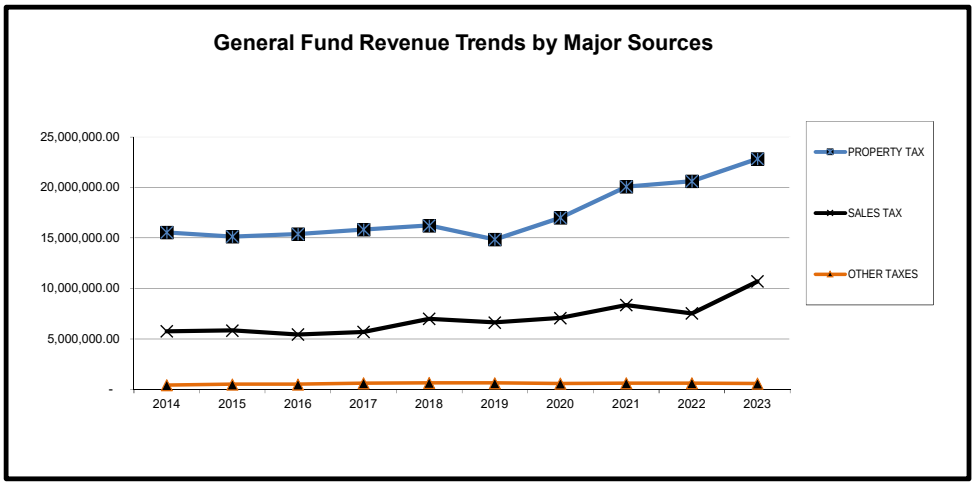
Revenue Overview

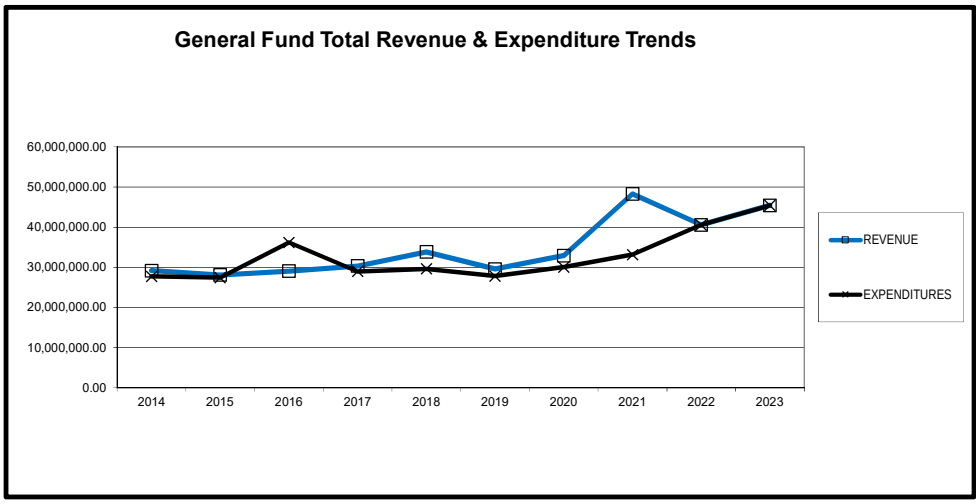
Revenues	FY 2018 Adopted	FY 2019 Adopted	FY 2020 Adopted	FY 2021 Adopted	FY 202 Adopted	FY 2023 Proposed	% Change
Functional Revenues	$6,593,954.00	$7,024,501.00	$6,699,387.67	$7,228,794.03	$7,559,786.94	$ 7,312,358.97	-3.27%
Property Tax & Prior PT	$16,116,505.20	$13,938,728.00	$15,377,446.16	$16,044,099.72	$20,613,689.37	$ 22,849,172.26	10.84%
Lost	$5,900,000.00	$7,032,854.00	$6,585,970.55	$6,157,230.61	$7,520,999.01	$ 10,697,828.34	42.24%
Other Revenues	$590,000.00	$857,822.00	$1,114,768.80	$1,024,569.76	$3,806,727.09	$ 1,710,811.03	-55.06%
Fund Balance	($332.61)	$0.00	$233,363.91	$1,025,481.14	$1,080,745.41	2,872,133.45	165.75%
Total	**$29,200,127**	**$28,853,905**	**$30,010,937**	**$31,480,175**	**$40,581,948**	**$45,442,304**	11.98%

Graphical View - Revenues | 2023

Effingham County Graphical Review of Revenues and Current Projections

20201 and prior are actuals. 2022 and 2023 are budget figures

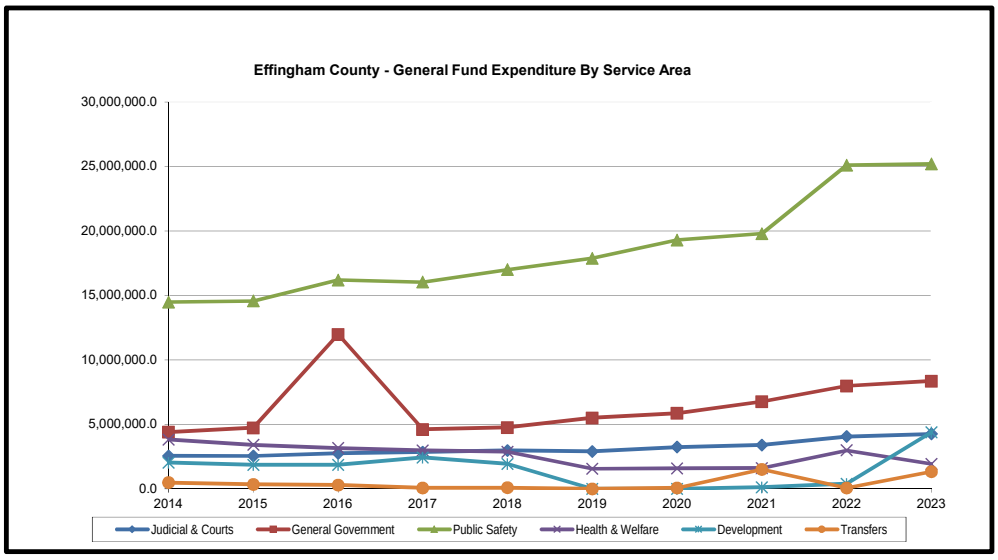


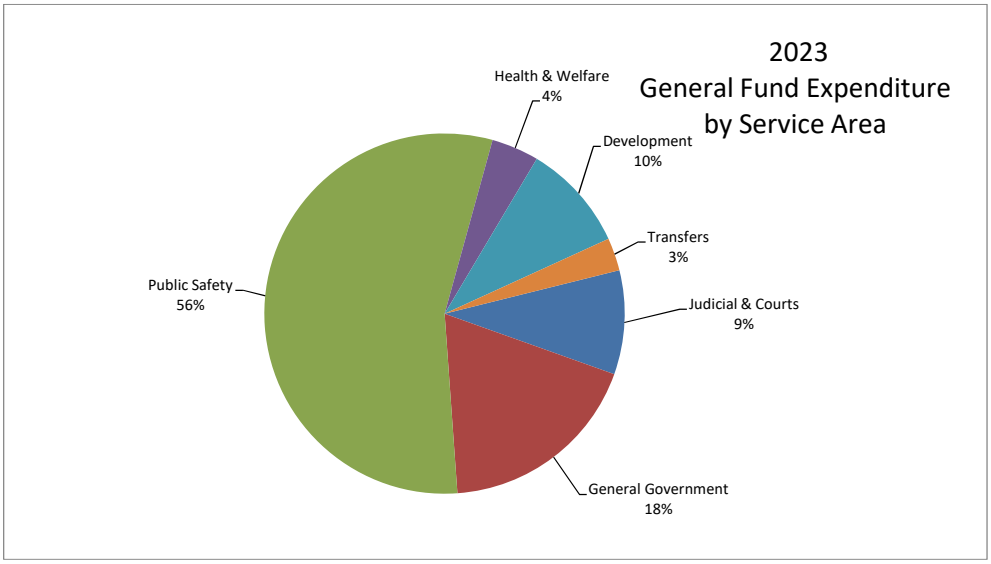


Graphical View - Service Areas 2023

Effingham County Graphical Review of Actual Expenditures & Proposed

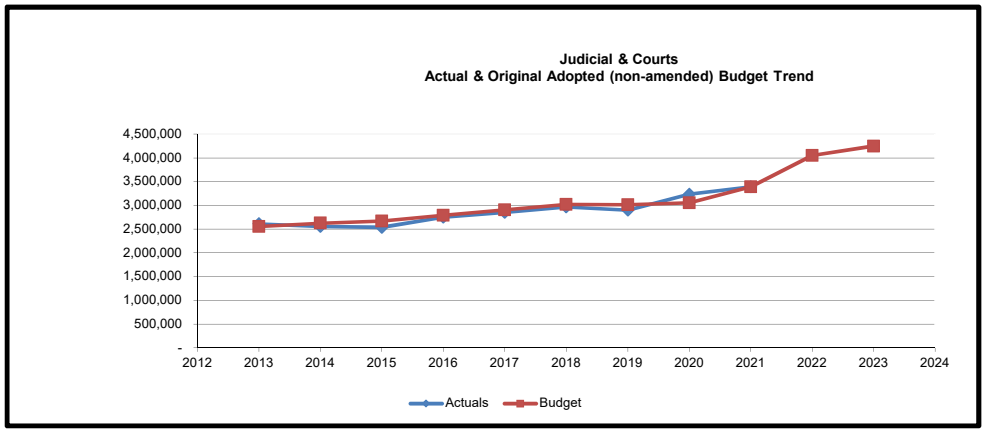
2021 and prior are actuals. 2022 and 2023 are budget figures

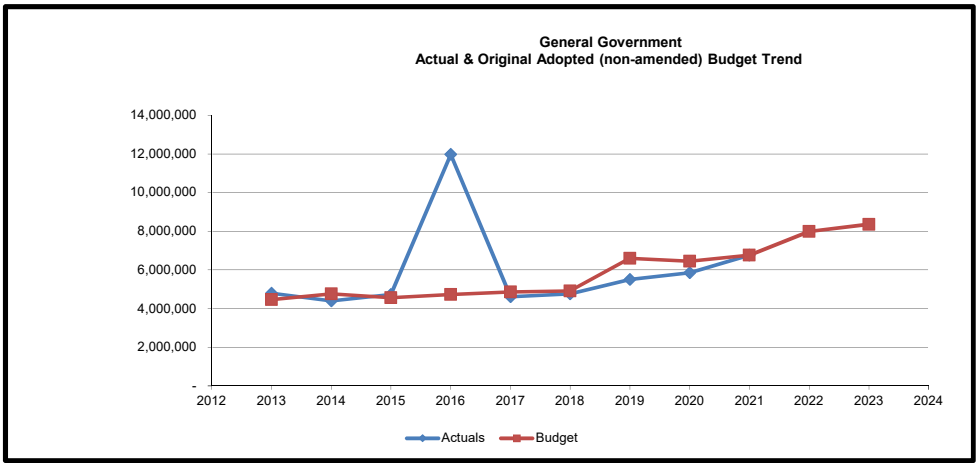


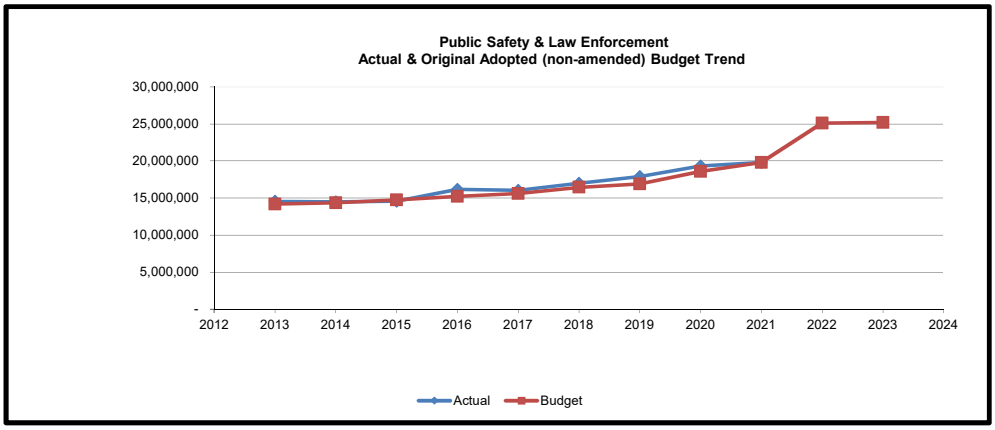


Graphical View - Actual & Budget Trends | 2023

Effingham County Review of General Fund Actual & Budget Trends By Service Area

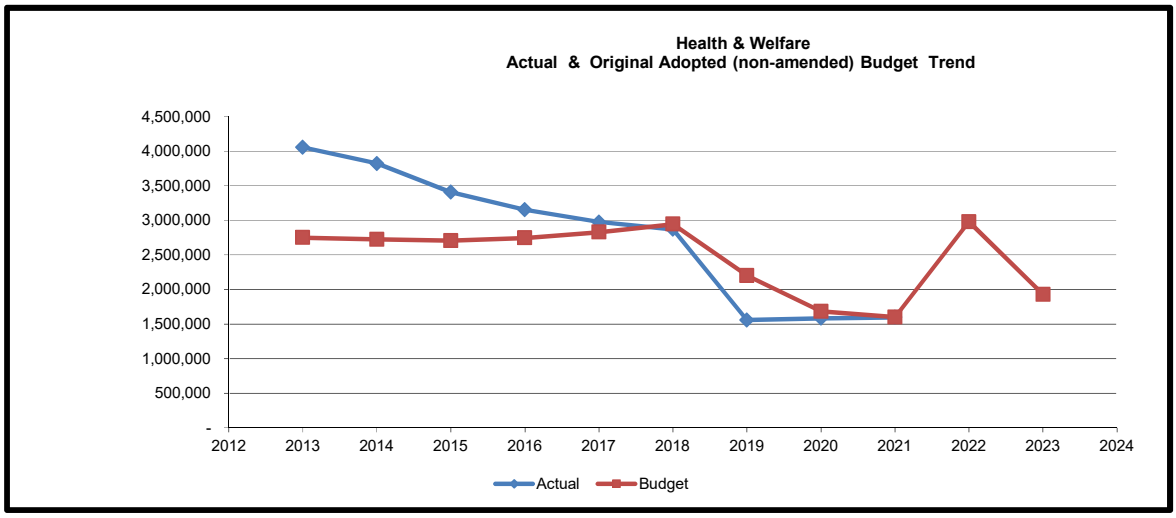


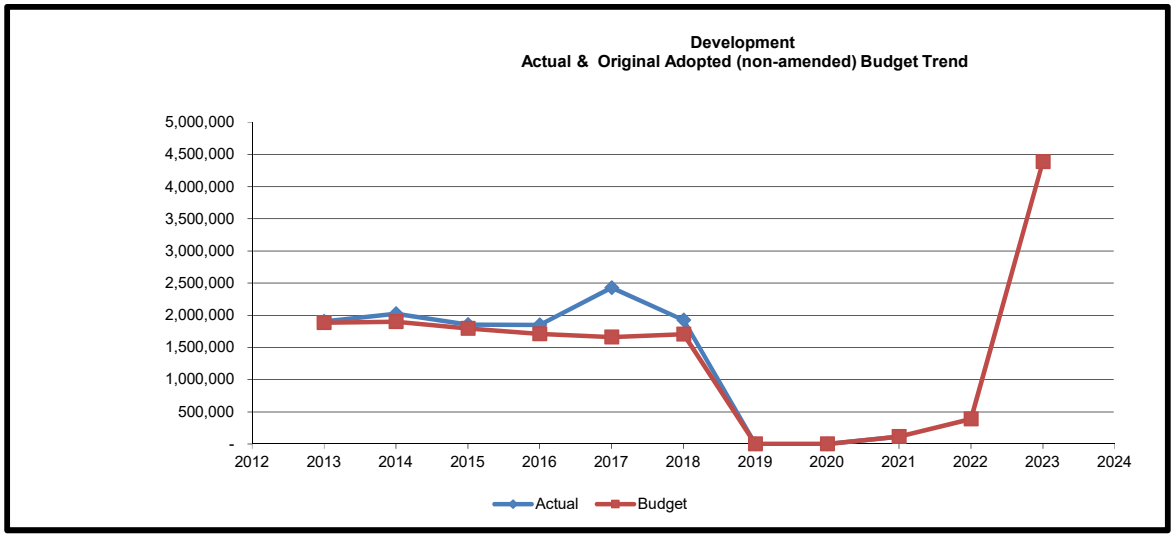




Graphical View - Actual & Budget Trends | 2023

Effingham County Review of General Fund Actual & Budget Trends By Service Category Continued

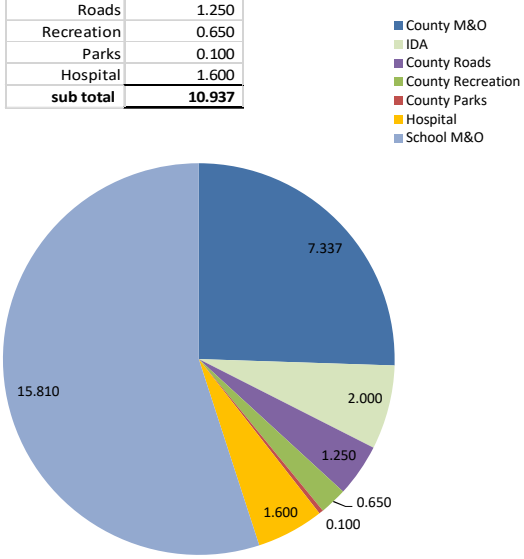




Previous Millage Breakdown

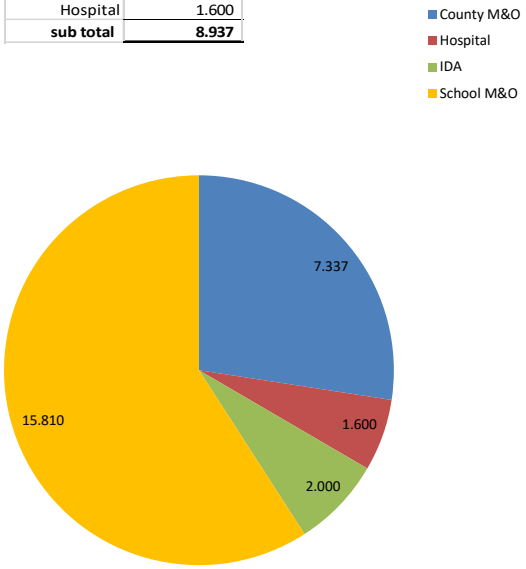
FY 2022 Unincorporated Residents' Millage

County M&O	7.337
Roads	1.250
Recreation	0.650
Parks	0.100
Hospital	1.600
sub total	**10.937**



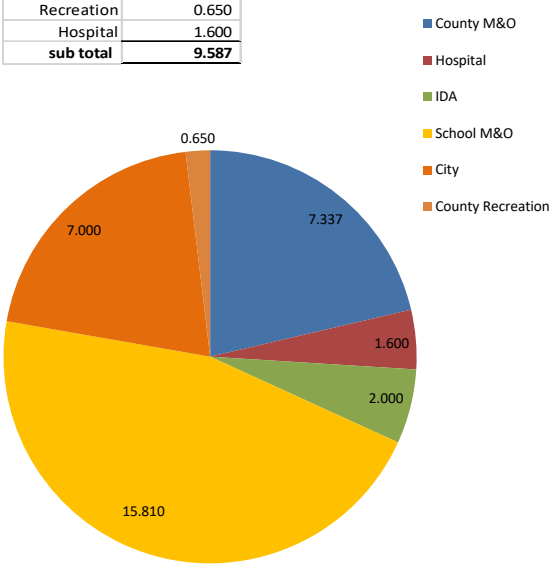
FY 2022 Rincon Residents' Millage

County M&O	7.337
Hospital	1.600
sub total	**8.937**



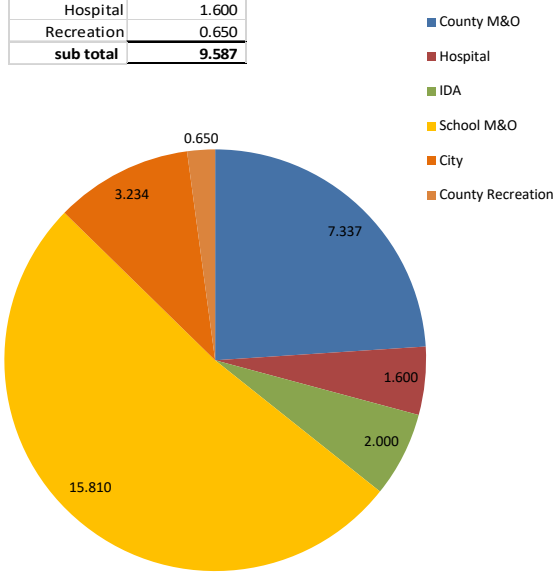
FY 2022 Springfield Residents' Millage

County M&O	7.337
Recreation	0.650
Hospital	1.600
sub total	**9.587**



FY 2022 Guyton Residents' Millage

County M&O	7.337
Hospital	1.600
Recreation	0.650
sub total	**9.587**



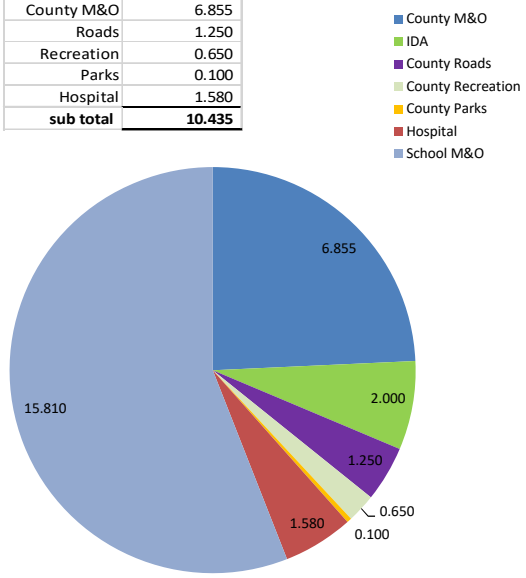
FY 2023 Budgeted Millage

School, Cities, and IDA rates are shown at last year's value

millage rates shown here are estimates used for budget construction, actual millage rates are determined later

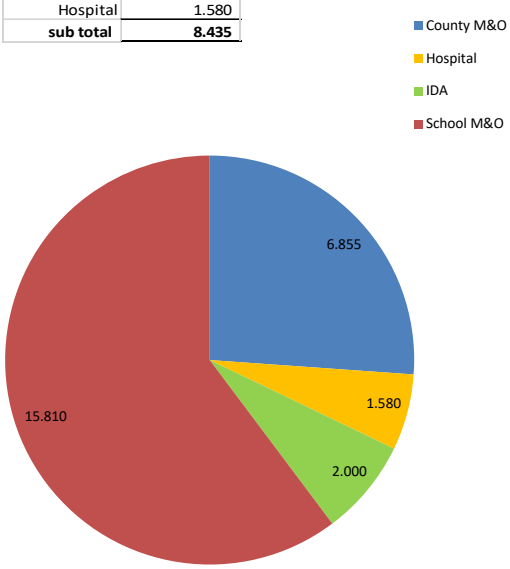
FY 2023 Unincorporated Residents' Millage

County M&O	6.855
Roads	1.250
Recreation	0.650
Parks	0.100
Hospital	1.580
sub total	**10.435**



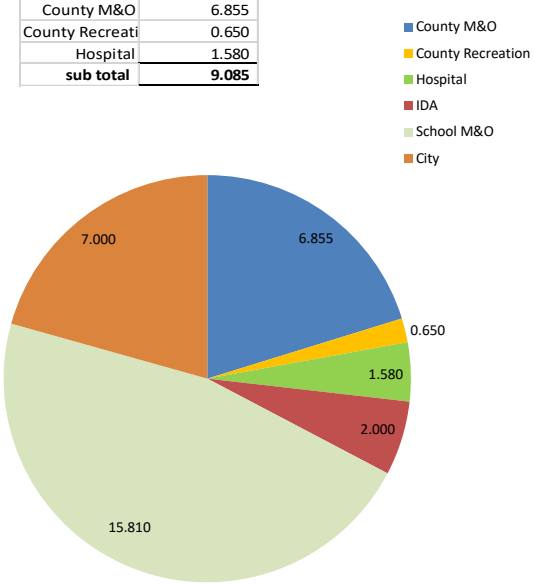
FY 2023 Rincon Residents' Millage

County M&O	6.855
Hospital	1.580
sub total	**8.435**



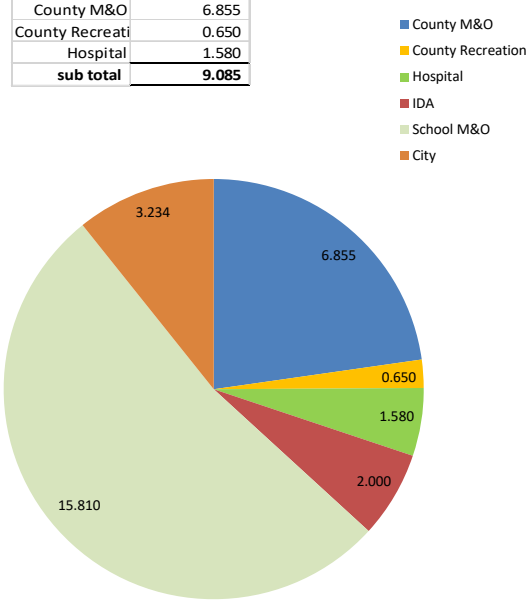
FY 2023 Springfield Residents' Millage

County M&O	6.855
County Recreati	0.650
Hospital	1.580
sub total	**9.085**



FY 2023 Guyton Residents' Millage

County M&O	6.855
County Recreati	0.650
Hospital	1.580
sub total	**9.085**



Effingham County FY 2023		Capital Budget Requests				
Dept #	***Name***	**Description**	**Requested Amt**	**Budgeted Amt**	**Funding Source**	**GL Account**
5	Clerk of Court	Preservation, scanning, and indexing of historic records	50,000	50,000	General Fund	100-2150-005-54-2501
5	Clerk of Court	High volume mail folder/inserter, for all County government's use	18,000	18,000	General Fund	100-2150-005-54-2501
7	Court Services	Judicial Complex audio & video upgrades, ARPA project	250,000	250,000	ARPA Funds	231-2150-231-54-2500
8	Elections	Voting equipment for three (3) additional polling locations	39,060	39,060	General Fund	100-1410-008-54-2501
8	Elections	Election supplies storage building/container	10,000	-	General Fund	*not approved*
8	Elections	Renovate space for elections and registration offices and storage	1,500,000	1,500,000	SPLOST - 2021	322-1410-322-54-1303
11	County Commissioners	1 vehicle, carry forward from FY 2022	-	28,000	General Fund	100-1130-011-54-2201
12	Tax Assessors	1 vehicle	27,735	-	General Fund	*not approved*
14	Human Resources	Camera & badge printer for ID badge system	2,500	2,500	General Fund	100-1540-014-54-2501
14	Human Resources	Laptop for ID badge system	1,000	1,000	General Fund	100-1540-014-54-2501
14	Human Resources	Software for ID badge system	2,000	2,000	General Fund	100-1540-014-54-2501
14	Human Resources	Small color printer for office use	500	500	General Fund	100-1540-014-54-2501
16	Prison	Zero turn mower to replace old	7,000	7,000	General Fund	100-3420-016-54-2502
16	Prison	Metal detectors for facility, two (2)	8,000	8,000	General Fund	100-3420-016-54-2502
16	Prison	Prison maintenance building	200,000	200,000	SPLOST - 2021	322-3420-322-54-1312
16	Prison	6 vehicles, carry forward from FY 2022	-	192,000	General Fund	100-3420-016-54-2201
17	Sheriff's Office	Flock camera installation	30,000	30,000	General Fund	100-3310-017-54-2502
17	Sheriff's Office	Land on corner of Hwy 21 and First St. Ext. for training center	850,000	-	General Fund	*not approved*
17	Sheriff's Office	Sheriff's Office storage building	100,000	100,000	SPLOST - 2021	322-3310-322-54-1309
17	Sheriff's Office	5 vehicles, carry forward from FY 2022	-	220,000	General Fund	100-3310-017-54-2201
18	Sheriff's Office - Jail	Upgrade jail camera system	200,000	200,000	SPLOST - 2021	322-3326-322-54-2501
19	EMS	Ambulances, three (3) carried over from prior fiscal years	630,000	900,000	SPLOST - 2021	322-3601-322-54-2200
19	EMS	EMS training room	-	900,000	SPLOST - 2021	322-3601-322-54-1306
19	EMS	1 vehicle, carry forward from FY 2022		28,000	General Fund	100-3601-019-54-2201
19	EMS	Ambulances, two (2) to repalce older ambulances	445,760	175,760	SPLOST - 2017	321-3600-041-54-2202
19	EMS	Transport ventilators, five (5)	10,000	10,000	General Fund	100-3601-019-54-2502
19	EMS	Remodel Site 2 at Hwy 17 and Blue Jay Rd	20,000	-	General Fund	*not approved*
19	EMS	Rincon station	-	600,000	SPLOST - 2021	322-3601-322-54-1305
19	EMS	Training mannequins, carried forward from FY 2022	14,000	14,000	General Fund	100-3601-019-54-2502
20	EMA	1 vehicle, carry forward from FY 2022	35,000	28,000	General Fund	100-3100-020-54-2201
20	EMA	Covered storage structure for trailers/generators	28,000	-	General Fund	*not approved*
20	EMA	Emergency operations center and Effingham EMA office	1,300,000	1,300,000	SPLOST - 2021	322-3800-322-54-1304
21	Facilities Maintenance	Enclosed trailer for mobile cleaning crew	10,000	10,000	General Fund	100-1565-021-54-2502
21	Facilities Maintenance	Senior Center door replacements	8,000	8,000	General Fund	100-5520-032-54-2502
21	Facilities Maintenance	HVAC replacements, two (2) at new administration complex, 802 building	15,000	-	General Fund	*not approved*
21	Facilities Maintenance	Senior Center Ceramics HVAC replacement, unit failed	12,000	12,000	General Fund	100-5520-032-54-2502
21	Facilities Maintenance	Elevator upgrades, new administration complex, 802 building	30,000	-	General Fund	*not approved*
21	Facilities Maintenance	Generator for new administration complex, 804 building	100,000	-	General Fund	*not approved*
21	Facilities Maintenance	HVAC upgrades, judicial complex	28,000	-	General Fund	*not approved*
21	Facilities Maintenance	3 vehicles, carry forward from FY 2022	102,000	102,000	General Fund	100-1565-021-54-2201
21	Facilities Maintenance	Fuel island upgrades	200,000	200,000	SPLOST - 2017	321-4970-041-54-2535
21	Facilities Maintenance	County keying	5,000	5,000	General Fund	100-1565-021-54-2502
21	Facilities Maintenance	Renovate space for social services	1,500,000	1,500,000	SPLOST - 2021	322-5460-322-54-1302
21	Facilities Maintenance	Renovate space for Juvenile Court and Victim Witness services	1,300,000	1,300,000	SPLOST - 2021	322-2600-322-54-1307
21	Facilities Maintenance	Administrative complex expansion	2,000,000	2,000,000	SPLOST - 2021	322-1565-322-54-1308
21	Facilities Maintenance	Expand judicial parking	600,000	600,000	SPLOST - 2021	322-2150-322-54-1200
21	Facilities Maintenance	Renovate space for Juvenile Justice services	200,000	200,000	SPLOST - 2021	322-2600-322-54-1310
21	Facilities Maintenance	Historic courthouse audio and video upgrades	200,000	200,000	SPLOST - 2021	322-2150-322-54-2503
21	Facilities Maintenance	Safety, security, and technology upgrades for county-wide services	1,000,000	1,000,000	SPLOST - 2021	322-1510-322-54-2504
22	Animal Shelter	Catio	25,000	-	General Fund	*not approved*
22	Animal Shelter	Commercial washer/dryer	6,000	-	General Fund	*not approved*
22	Animal Shelter	Covers for back kennels	6,000	-	General Fund	*not approved*
22	Animal Shelter	Expand and renovate animal shelter	-	1,500,000	SPLOST - 2021	322-3910-322-54-1300
22	Animal Shelter	1 vehicle, carry forward from FY 2022	51,232	34,000	General Fund	100-3910-022-54-2201
25	Public Works (Roads)	Tractor and boom ax replacement	185,000	185,000	SPLOST - 2017	321-4970-041-54-2212
25	Public Works (Roads)	Truck and lowboy replacement	250,000	250,000	SPLOST - 2017	321-4970-041-54-2213

Dept #	Name	Description	Requested Amt	Budgeted Amt	Funding Source	GL Account
25	Public Works (Roads)	Batwing & rotary mower replacements	48,000	48,000	SPLOST - 2017	321-4970-041-54-2214
25	Public Works (Roads)	Loader trade-in	250,000	250,000	SPLOST - 2017	321-4970-041-54-2215
25	Public Works (Roads)	Dump truck replacements, two (2)	375,000	375,000	SPLOST - 2017	321-4970-041-54-2207
25	Public Works (Roads)	Ash road repairs	742,500	875,000	SPLOST - 2017	321-4207-037-54-1401-1
25	Public Works (Roads)	Bridge repairs/replacements	140,000	140,000	SPLOST - 2017	321-4207-037-54-1415
25	Public Works (Roads)	LMIG 2022 projects	1,000,000	1,000,000	SPLOST - 2017	321-4207-037-54-2527
25	Public Works (Roads)	Road paving and restriping, non-LMIG projects	175,000	175,000	Special Tax District	270-4205-025-54-1402
25	Public Works (Roads)	5 vehicles, of which 4 are carried forward from FY 2022 and 1 is new	105,000	170,000	Special Tax District	270-4205-025-54-2201
28	UGA Extension Office	Renovate space for UGA Extension Office and 4-H	1,500,000	1,500,000	SPLOST - 2021	322-7130-322-54-1301
28	UGA Extension Office	1 vehicle, carry forward from FY 2022	-	34,000	General Fund	100-7130-028-54-2201
29	Recreation	Pickup truck for recreation staff	40,000	-	Special Tax District	*not approved*
29	Recreation	Sound dampeners for CEM gym	40,000	40,000	SPLOST - 2021	322-6110-322-54-1313
29	Recreation	Offices added to CEM gym	200,000	200,000	SPLOST - 2021	322-6110-322-54-1313
30	Parks and Landscape	Playground upgrades to multiple parks	600,000	593,500	SPLOST - 2021	322-6110-322-54-1202
30	Parks and Landscape	Infield machine (ABI) force	39,000	39,000	Special Tax District	270-6110-029-54-1200
30	Parks and Landscape	Park accessories	75,000	37,500	Special Tax District	270-6110-029-54-1200
30	Parks and Landscape	Recreation department fields	18,000	18,000	Special Tax District	270-6110-029-54-1200
30	Parks and Landscape	4 vehicles, of which 3 are carried forward from FY 2022 and 1 is new	100,000	136,000	Special Tax District	270-6110-029-54-2201
30	Parks and Landscape	CEM Complex phase 2	15,000,000	5,000,000	SPLOST - 2021	322-6110-322-54-1201
30	Parks and Landscape	Sandhill Park improvements	2,500,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Baker Park improvements	1,000,000	1,000,000	SPLOST - 2017	321-6130-039-54-1220
30	Parks and Landscape	Large mower/tractor and pull mower	90,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Playground equipment, new	-	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Robotic field planter	32,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Pineora Park improvements	1,600,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Atlas improvements	2,000,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Hwy 119 recreation park	1,500,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Meldrim Park improvements	250,000	250,000	SPLOST - 2017	321-6130-039-54-1253
30	Parks and Landscape	McCall lights	420,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Potential property acquisition	1,000,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Tommy Long and Long Bridge Landing improvements	800,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Tuckasee King improvements	150,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Steel Bridge improvements	250,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Abercorn boat ramp	130,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Central School recreation improvements	500,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Effingham County Living History	400,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Clyo Community Center	200,000	200,000	SPLOST - 2021	322-6110-322-54-1314
30	Parks and Landscape	CEM and Park & Landscape offices	250,000	-	SPLOST - 2021	*not approved*
30	Parks and Landscape	Zero turn mower 72", to replace old	12,000	12,000	Special Tax District	270-6220-030-54-2502
30	Parks and Landscape	Parks & Landscape lot improvement, carried forward from FY 2022	20,000	20,000	Special Tax District	270-6220-030-54-1200
35	E911	E911 technology and infrastructure upgrades	200,000	200,000	SPLOST - 2021	322-3800-322-54-2500
37	SPLOST Roads	Washington St cul-de-sac	85,000	85,000	SPLOST - 2017	321-4207-037-54-2525
37	SPLOST Roads	Kolic Helmey Rd/ SR30	1,300,000	1,300,000	SPLOST - 2017	321-4207-037-54-2531
47	SPLOST Drainage	Atlas reservoir	1,935,000	1,935,000	SPLOST - 2017	321-4250-047-54-1000
47	SPLOST Drainage	Westwood Heights drainage	1,239,000	1,239,000	SPLOST - 2017	321-4250-047-54-2512
51	Other Agencies	Multi-county joint IDA project	4,000,000	4,000,000	General Fund	100-7520-051-54-1200
53	Probation	Renovate space for Probation services	200,000	200,000	SPLOST - 2021	322-3450-322-54-1311
55	FIRE	Hodgeville station	500,000	600,000	Fire & Rescue	271-3510-055-54-1003
55	FIRE	Guyton station	950,000	1,300,000	Fire & Rescue	271-3510-055-54-1002
55	FIRE	Fire engines, 3 (three) with equipment	1,830,000	1,830,000	SPLOST - 2017	321-3510-041-54-2200
55	FIRE	Turnout gear	195,000	195,000	Fire & Rescue	271-3510-055-54-2509
55	FIRE	Fire hose/equipment	34,500	34,500	Fire & Rescue	271-3510-055-54-2502
55	FIRE	5 vehicles, carry forward from FY 2022	300,000	179,000	Fire & Rescue	271-3510-055-54-2201
55	FIRE	Construction - driveway paving	40,000	40,000	Fire & Rescue	271-3510-055-54-1210
55	FIRE	Fire station furniture	17,500	17,500	Fire & Rescue	271-3510-055-54-2300
55	FIRE	Ebenezer & Blandford Stations	400,000	400,000	SPLOST - 2021	322-3510-322-54-1314
58	Coroner	Morgue trailer, 20-24 body capacity with hoist, generator,& wifi monitoring	106,000	100,000	SPLOST - 2021	322-3700-322-54-2502
58	Coroner	1 vehicle, carry forward from FY 2022	65,000	43,000	General Fund	100-3700-058-54-2201
58	Coroner	Wide mortuary cot with straps and cover	4,700	4,700	General Fund	100-3700-058-54-2502

Dept #	*Name*	Description	Requested Amt	Budgeted Amt	Funding Source	GL Account
58	Coroner	Standard mortuary cot with straps and cover	3,500	3,500	General Fund	100-3700-058-54-2502
60	Fleet Maintenance	1 vehicle, carry forward from FY 2022	34,000	34,000	General Fund	100-1500-060-54-2201
61	WWTP	Fine screen & washer compactor	190,000	-	SPLOST - 2017	*not approved*
61	WWTP	Rotary mower for sprayfields	10,000	-	WWTP	*not approved*
61	WWTP	Lawnmower	11,000	11,000	WWTP	506-4320-061-54-2501
61	WWTP	Septage station	125,000	-	WWTP	*not approved*
61	WWTP	Direct discharge application	2,000,000	500,000	SPLOST - 2017	321-4420-100-54-1405
61	WWTP	ARPA project, RAS pump & motor for the plant	-	25,000	ARPA Funds	231-4320-231-54-2100
61	WWTP	ARPA project, headworks upgrades for the plant	-	50,000	ARPA Funds	231-4320-231-54-2101
61	WWTP	ARPA project, belt press upgrades for the plant	-	42,080	ARPA Funds	231-4320-231-54-2102
61	WWTP	3 vehicles, carry forward from FY 2022	-	111,000	WWTP	506-4320-061-54-2201
100	SPLOST Water&Sewer	ARPA project, Looping A & B extension construction	4,200,000	4,189,022	ARPA Funds	231-4441-231-54-1400
105	Water & Sewer	Lift station pump replacements	120,000	120,000	Water & Sewer	505-4441-105-54-1407
105	Water & Sewer	Goshen well repairs and replacement of motor and pump	50,000	50,000	Water & Sewer	505-4441-105-54-1407-3
105	Water & Sewer	Line/Manhole/ARV repairs and replacements	125,000	125,000	Water & Sewer	505-4441-105-54-1406
105	Water & Sewer	Facility fence repairs	50,000	-	Water & Sewer	*not approved*
105	Water & Sewer	Pick-up truck	65,000	-	Water & Sewer	*not approved*
105	Water & Sewer	ARPA project, new sanitary sewer force main engineering	140,000	40,000	ARPA Funds	231-4441-231-54-1402
105	Water & Sewer	ARPA project, new sanitary sewer force main construction	2,777,700	6,834,000	ARPA Funds	231-4441-231-54-1403
105	Water & Sewer	Sewer force main extension Hwy 17 & Blue Jay engineering	240,000	-	Water & Sewer	*not approved*
105	Water & Sewer	Sewer force main extension Hwy 17 construction	1,000,000	-	Water & Sewer	*not approved*
105	Water & Sewer	Sewer force main extension Blue Jay Rd construction	3,600,000	-	Water & Sewer	*not approved*
105	Water & Sewer	Water & sewer and wastewater master planning, carry over	100,000	100,000	Water & Sewer	505-4441-105-54-3000
105	Water & Sewer	ARPA project, inflow and infiltration (I & I) repairs	-	185,360	ARPA Funds	231-4441-231-54-1404
105	Water & Sewer	SPIP water line design	250,000	250,000	SPLOST - 2017	321-4420-100-54-1407
106	Water Bond	Sprayfield engineering	30,000	30,000	Water Bond	507-4441-106-54-1407-2
106	Water Bond	Sprayfield construction	450,000	450,000	Water Bond	507-4441-106-54-1407-1
106	Water Bond	Station engineering	90,000	90,000	Water Bond	507-4441-106-54-1408-2
106	Water Bond	Station upgrades & repairs, Hodgeville lift station	2,300,000	2,300,000	Water Bond	507-4441-106-54-1408-1
106	Water Bond	Hodgeville extension engineering	50,000	40,000	Water Bond	507-4441-106-54-1409-2
106	Water Bond	Hodgeville extension construction	450,000	100,000	Water Bond	507-4441-106-54-1409-1
106	Water Bond	Looping & extension engineering	100,000	50,000	Water Bond	507-4441-106-54-1411-2
106	Water Bond	Booster & tower engineering, Hodgeville booster	70,000	-	Water Bond	*not approved*
106	Water Bond	Booster & tower construction, Hodgeville booster	1,000,000	116,000	Water Bond	507-4441-106-54-1410-1
106	Water Bond	WWTP repairs & upgrades	-	24,000	Water Bond	507-4441-106-54-1412
111	County Manager	3 vehicles, 2 carry forward from FY 2022 1 new. Pool vehicles	-	90,000	General Fund	100-1320-111-54-2201
136	IT/EMA/E911/Fire/ECSO	Uninterruptible Power Supplies, UPS, three (3) at radio tower sites	85,000	85,000	SPLOST - 2017	321-3801-041-54-2501
136	IT	Computers, servers, and equipment upgrades	94,465	100,000	General Fund	100-1535-136-54-2503
136	IT	1 vehicle, new request	-	28,000	General Fund	100-1535-136-54-2201
272	Development Services	2 vehicles recommended, 7 vehicles requested	224,000	68,000	Development Services	272-7401-024-54-2201
335	TSPLOST	Archer Road (1.03 miles)	524,170	524,170	TSPLOST	335-4206-335-54-1406
335	TSPLOST	Bethany Rd (Districts 3 & 4 section)	1,051,890	1,051,890	TSPLOST	335-4206-335-54-1407
335	TSPLOST	Bird Road	515,259	515,259	TSPLOST	335-4206-335-54-1408

Dept #	*Name*	Description	Requested Amt	Budgeted Amt	Funding Source	GL Account
335	TSPLOST	Blue Jay Road @ McCall turn lanes/intersection modifications	357,731	357,731	TSPLOST	335-4206-335-54-1402
335	TSPLOST	Blue Jay Turn Lanes @ Midland Road	475,251	475,251	TSPLOST	335-4206-335-54-1429
335	TSPLOST	Clark Rd (1 mile)	471,108	471,108	TSPLOST	335-4206-335-54-1409
335	TSPLOST	Corinth Church Rd (4.1 miles)	1,563,043	1,563,043	TSPLOST	335-4206-335-54-1410
335	TSPLOST	Courthouse Road Ext & Midland Road Intersection	200,000	200,000	TSPLOST	335-4206-335-54-1430
335	TSPLOST	Courthouse Road Ext from SR17 to Midlanc	418,308	418,308	TSPLOST	335-4206-335-54-1405
335	TSPLOST	Courthouse Road at McCall Realignment of Intersection	640,950	640,950	TSPLOST	335-4206-335-54-1431
335	TSPLOST	Floyd Ave (1.3 miles)	595,091	595,091	TSPLOST	335-4206-335-54-1411
335	TSPLOST	Goshen Road Widening from SR21 to Hodgeville Road (3.5 miles)	5,673,500	5,673,500	TSPLOST	335-4206-335-54-1432
335	TSPLOST	Hodgeville Rd@ Blue Jay turn lanes	1,017,211	1,017,211	TSPLOST	335-4206-335-54-1433
335	TSPLOST	Hodgeville Rd @ Goshen turn lanes	529,611	529,611	TSPLOST	335-4206-335-54-1434
335	TSPLOST	Hodgeville Rd @ Kolic Helmey turn lanes	960,911	960,911	TSPLOST	335-4206-335-54-1435
335	TSPLOST	Kolic Helmey @ School turn lanes	780,011	780,011	TSPLOST	335-4206-335-54-1436
335	TSPLOST	McCall Rd @ Little McCall Rd turn lanes	537,911	537,911	TSPLOST	335-4206-335-54-1437
335	TSPLOST	Midland Rd @ Hwy 30 turn lanes	490,251	490,251	TSPLOST	335-4206-335-54-1438
335	TSPLOST	Old Augusta Rd (2 miles & 2 miles)	725,317	725,317	TSPLOST	335-4206-335-54-1404
335	TSPLOST	Old Dixie Hwy S (1 mile)	508,623	508,623	TSPLOST	335-4206-335-54-1412
335	TSPLOST	Old River Road @ Hwy 80 Intersection	937,431	937,431	TSPLOST	335-4206-335-54-1440
335	TSPLOST	Right of way drainage improvements	495,000	495,000	TSPLOST	335-4206-335-54-1403
335	TSPLOST	Scuffletown Rd	178,827	178,827	TSPLOST	335-4206-335-54-1441
335	TSPLOST	Whitaker Rd	461,760	461,760	TSPLOST	335-4206-335-54-1413
335	TSPLOST	Hodgeville Road resurfacing from Blue Jay to County limit (4.8 miles)	1,637,000	1,637,000	TSPLOST	335-4206-335-54-1443
335	TSPLOST	Effingham East-West Connector Planning:	500,000	500,000	TSPLOST	335-4206-335-54-1444
		total	**102,845,817**	**80,212,646**		

	Original Request	**Admin. Recommended**
General Fund	5,752,692	5,186,260
American Rescue Plan Act funds	7,367,700	11,615,462
Special Tax District	584,000	607,500
E911	-	-
Fire & Rescue	2,037,000	2,366,000
Development Services	224,000	68,000
SPLOST - 2017	13,800,260	11,972,760
SPLOST - 2021	40,798,000	22,433,500
TSPLOST	22,246,165	22,246,165
Water Bond	4,540,000	3,200,000
Water & Sewer	5,350,000	395,000
WWTP	146,000	122,000
	102,845,817	**80,212,646**
difference	-	-

FISCAL YEAR 2020/2021/2022/2023 GENERAL FUND DEPARTMENT TOTALS

Dept. #	General Fund	Budget FY 2020	Budget FY 2021	Budget FY 2022	Budget FY 2023	Net Change	% Change
002	District Attorney's Office	444,749	409,000	428,716	513,326	84,610	19.7%
003	Solicitor	303,288	310,542	387,113	359,826	(27,286)	-7.0%
004	Probate Court	381,224	382,914	491,420	535,164	43,744	8.9%
005	Superior Court Clerk	653,336	661,186	733,535	940,324	206,789	28.2%
006	State Court	313,655	327,099	330,502	336,764	6,262	1.9%
007	Court Services	518,822	535,422	823,237	622,810	(200,427)	-24.3%
008	Board of Elections	482,018	373,838	535,451	588,458	53,007	9.9%
009	Juvenile Court	-	181,780	212,648	337,820	125,171	58.9%
010	Magistrate Court	438,918	487,985	644,234	602,097	(42,137)	-6.5%
011	County Commissioners	879,130	1,037,873	676,461	613,239	(63,222)	-9.3%
012	Tax Assessors	904,772	906,242	1,062,199	1,212,816	150,617	14.2%
013	Tax Commissioner	867,898	837,522	999,286	973,389	(25,897)	-2.6%
014	Human Resources	407,657	424,173	530,346	562,126	31,780	6.0%
015	Finance	819,582	715,968	787,626	776,140	(11,486)	-1.5%
016	Prison	2,833,072	2,735,306	3,422,232	3,501,804	79,572	2.3%
017	Sheriff's Office	7,331,104	7,626,677	11,213,527	10,227,223	(986,304)	-8.8%
018	Sheriff's Office - Jail	3,569,018	3,715,862	4,312,540	4,712,175	399,634	9.3%
019	Emergency Mecical Services	3,232,338	3,057,408	3,730,180	4,212,029	481,849	12.9%
020	Emergency Management Agency	38,025	276,839	385,631	392,383	6,752	1.8%
021	Facilities Maintenance	1,002,598	1,948,931	1,494,264	1,324,559	(169,705)	-11.4%
022	Animal Shelter	200,883	254,731	315,654	320,426	4,772	1.5%
026	Georgia DFACS	66,000	66,480	71,780	73,200	1,420	2.0%
028	UGA Extension Office	218,719	205,118	214,589	249,650	35,061	16.3%
032	Senior Citizen Congregate Meals	185,131	196,339	204,869	251,498	46,629	22.8%
033	Senior Citizen Home Delivered Meals	87,150	90,150	135,500	135,350	(150)	-0.1%
040	Family Connection	50,000	48,000	50,000	54,500	4,500	9.0%
051	Other Agencies	1,141,320	1,108,392	1,468,307	5,589,843	4,121,536	280.7%
053	Probation	269,600	273,852	280,309	283,635	3,326	1.2%
058	Coroner	68,970	71,753	119,882	145,831	25,948	21.6%
060	Fleet Maintenance	372,600	317,620	351,525	433,200	81,675	23.2%
062	Inmate Medical	410,000	410,000	628,356	598,356	(30,000)	-4.8%
070	Board of Equalization	16,416	16,402	10,000	17,979	7,979	79.8%
111	County Manager	-	-	740,639	992,765	252,126	34.0%
117	Sheriff's Office - School Officers	559,993	561,855	627,802	728,334	100,533	16.0%
136	Information Technology	703,273	842,815	801,560	864,357	62,797	7.8%
225	Geographic Information Systems	-	-	388,537	385,222	(3,315)	-0.9%
	Transfer to Landfill	66,000	64,100	65,490	67,687	2,197	3.4%
	Transfer to E911	23,207	-	-	-	-	0.0%
	Transfer to Special Tax District	150,469	-	906,000	906,000	-	0.0%
		$ 30,010,935	$ 31,480,175	$ 40,581,948	$ 45,442,304	$ 4,860,356	12.0%

FISCAL YEAR 2020/2021/2022/2023 GENERAL FUND PERSONNEL TOTALS

Dept. #	General Fund	Budget FY 2020	Budget FY 2021	Budget FY 2022	Budget FY 2023	Net Change	% Change
002	District Attorney's Office	-	-	-	-	-	0.0%
003	Solicitor	291,228	298,882	348,879	337,659	(11,220)	-3.2%
004	Probate Court	340,774	348,014	451,020	482,614	31,594	7.0%
005	Superior Court Clerk	576,686	590,636	614,655	732,294	117,639	19.1%
006	State Court	225,905	239,909	242,622	248,884	6,262	2.6%
007	Court Services	-	-	-	-	-	0.0%
008	Board of Elections	316,008	317,603	412,048	442,424	30,376	7.4%
009	Juvenile Court	-	113,080	129,224	135,396	6,171	4.8%
010	Magistrate Court	398,518	449,785	550,566	546,440	(4,126)	-0.7%
011	County Commissioners	577,730	676,557	472,344	487,239	14,894	3.2%
012	Tax Assessors	723,833	730,245	802,942	970,843	167,901	20.9%
013	Tax Commissioner	740,548	705,072	811,016	825,149	14,133	1.7%
014	Human Resources	256,882	290,173	323,204	359,946	36,742	11.4%
015	Finance	620,182	534,468	609,706	601,290	(8,416)	-1.4%
016	Prison	1,943,982	1,908,626	2,291,958	2,339,701	47,742	2.1%
017	Sheriff's Office	6,488,904	6,688,827	7,543,284	8,339,150	795,865	10.6%
018	Sheriff's Office - Jail	3,076,218	3,151,862	3,719,725	4,025,535	305,809	8.2%
019	Emergency Mecical Services	2,736,657	2,729,878	3,289,981	3,736,585	446,604	13.6%
020	Emergency Management Agency	-	70,214	77,953	82,578	4,626	5.9%
021	Facilities Maintenance	356,498	375,631	449,329	542,971	93,643	20.8%
022	Animal Shelter	118,283	136,261	143,016	158,368	15,352	10.7%
026	Georgia DFACS	-	-	-	-	-	0.0%
028	UGA Extension Office	156,919	142,268	146,682	-	(146,682)	-100.0%
032	Senior Citizen Congregate Meals	114,731	119,119	126,979	155,108	28,129	22.2%
033	Senior Citizen Home Delivered Meals	-	-	-	-	-	0.0%
040	Family Connection	-	-	-	-	-	0.0%
051	Other Agencies	-	-	-	-	-	0.0%
053	Probation	248,930	252,912	257,734	266,687	8,953	3.5%
058	Coroner	7,720	8,953	10,785	11,296	511	4.7%
060	Fleet Maintenance	-	-	-	-	-	0.0%
062	Inmate Medical	-	-	-	-	-	0.0%
070	Board of Equalization	7,516	7,352	-	8,029	8,029	0.0%
111	County Manager	-	-	445,631	624,743	179,113	40.2%
117	Sheriff's Office - School Officers	541,793	540,205	597,302	682,684	85,383	14.3%
136	Information Technology	383,873	472,138	533,655	567,857	34,202	6.4%
225	Geographic Information Systems	-	-	155,276	148,972	(6,304)	-0.04
		$ 21,250,318	$ 21,898,672	$ 25,557,516	$ 27,860,441	$ 2,302,925	9.0%

002 - District Attorney's Office - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
100-2200-002-52-1205	BUDGET REQUEST - D.A.	409,000	409,000	428,716	214,358	513,326	513,326
Total Services		**409,000**	**409,000**	**428,716**	**214,358**	**513,326**	**513,326**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		**409,000**	**409,000**	**428,716**	**214,358**	**513,326**	**513,326**

002 - District Attorney's Office - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	307,608
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	144,020
	OTHER GENERAL REVENUES	-	-	-	-	-	61,698
	COMBINED REVENUES PRIOR YEAR	389,361	409,000	409,000	204,500	-	-
Total Revenues		**389,361**	**409,000**	**409,000**	**204,500**	**-**	**513,326**
Net Surplus/(Deficit)		**(19,639)**	**0**	**(19,716)**	**(9,858)**		**-**

002 - District Attorney's Office - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

003 - Solicitor - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
100-2301-003-51-1100	SALARIES	222,794	229,639	265,872	132,433	273,798	264,667
100-2301-003-51-1101	RAISES	-	-	-	-	-	7,794
100-2301-003-51-1300	OVERTIME	3,664	5,771	-	3,473	-	-
100-2301-003-51-2101	MEDICAL/LIFE INSURANCE	1,221	1,755	1,300	633	1,300	1,300
100-2301-003-51-2102	HEALTH INSURANCE	32,990	39,878	46,575	14,917	27,713	28,037
100-2301-003-51-2200	PAYROLL TAXES	16,666	17,650	20,339	10,210	20,946	20,843
100-2301-003-51-2401	RETIREMENT	11,653	13,146	13,792	5,694	14,268	14,080
100-2301-003-51-2600	UNEMPLOYMENT	70	115	176	33	176	176
100-2301-003-51-2700	WORKMENS COMPENSATION	869	797	824	596	849	763
Total Personnel		**289,928**	**308,751**	**348,879**	**167,991**	**339,049**	**337,659**
100-2301-003-52-2321	OPERATING LEASES/RENTAL COPIER	1,743	2,221	2,200	1,126	2,300	2,300
100-2301-003-52-3102	AUTO,TRK,EQ - INSURANCE	-	882	-	875	1,750	900
100-2301-003-52-3103	PROF/GEN/LAW LIAB\INS	2,211	2,468	1,800	1,653	1,800	1,800
100-2301-003-52-3201	TELEPHONE	1,198	1,372	1,300	678	1,300	1,300
100-2301-003-52-3701	PER DIEM & TRAVEL	1,783	1,114	3,000	2,374	4,700	4,700
100-2301-003-52-3705	MEMBERSHIP DUES	554	489	360	289	570	500
Total Services		**7,488**	**8,546**	**8,660**	**6,995**	**12,420**	**11,500**
100-2301-003-53-1101	OFFICE SUPPLIES	4,423	1,565	3,000	1,254	3,000	3,000
100-2301-003-53-1104	POSTAGE	-	99	200	-	200	200
Total Supplies		**4,423**	**1,664**	**3,200**	**1,254**	**3,200**	**3,200**
100-2301-003-54-2201	AUTOS & TRUCKS	-	-	21,990	-	-	-
Total Capital		**-**	**-**	**21,990**	**-**	**-**	**-**
100-2301-003-58-1200	CAPITAL LEASE PRINCIPAL	-	-	4,384	-	7,468	7,468
100-2301-003-58-2200	CAPITAL LEASE INTEREST	-	-	-	-	-	-
Total Other		-	-	4,384	-	7,468	7,468
Total Appropriations		**301,839**	**318,962**	**387,113**	**176,240**	**362,136**	**359,826**

003 - Solicitor - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	213,886
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	100,140
	OTHER GENERAL REVENUES	-	-	-	-	-	42,900
	COMBINED REVENUES PRIOR YEAR	298,410	316,060	384,413	175,905	-	-
100-33-4133	INDIGENT DEFENSE	3,429	2,902	2,700	335	-	2,900
Total Revenues		**301,839**	**318,962**	**387,113**	**176,240**	**-**	**359,826**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

003 - Solicitor - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT		Total
ASSISTANCE SOLICITOR GENERAL				1		**1**
CHIEF COURT ADMINISTRATOR			1			**1**
OFFICE ASSISTANT			1			**1**
SOLICITOR	1					**1**
STATE COURT INVESTIGATOR			1			**1**
Total Personnel	**1**	**0**	**3**	**1**		**5**

004 - Probate Court - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Board 2023
100-2450-004-51-1100	SALARIES	241,550	258,061	291,838	160,710	337,335	336,233
100-2450-004-51-1101	RAISES	-	-	-	26	-	5,697
100-2450-004-51-1300	OVERTIME	445	157	-	22	-	-
100-2450-004-51-2101	MEDICAL/LIFE INSURANCE	1,524	1,945	2,275	1,403	1,950	1,950
100-2450-004-51-2102	HEALTH INSURANCE	45,115	58,698	115,921	46,689	93,342	94,605
100-2450-004-51-2200	PAYROLL TAXES	17,815	19,381	22,326	11,629	25,806	26,158
100-2450-004-51-2401	RETIREMENT	10,924	12,117	17,510	7,680	16,571	16,733
100-2450-004-51-2600	UNEMPLOYMENT	215	326	246	65	281	281
100-2450-004-51-2700	WORKMEN'S COMPENSATION	930	874	905	486	1,046	957
Total Personnel		**318,518**	**351,560**	**451,020**	**228,710**	**476,331**	**482,614**
100-1400-004-52-3615	ELECTION FEES	-	-	-	-	-	-
100-2450-004-52-1202	ATTORNEY & PROFESSIONAL SERVIC	150	-	1,000	450	5,000	5,000
100-2450-004-52-1303	COMPUTER SERVICES	-	-	-	-	-	-
100-2450-004-52-2208	COMPUTER MAINT. AGREEMNTS	-	-	-	-	5,400	5,400
100-2450-004-52-2211	COVID RELATED EXPENSES	-	200	-	-	-	-
100-2450-004-52-2321	OPERATING LEASES/RENTAL COPIER	3,348	3,782	3,700	1,875	3,700	3,700
100-2450-004-52-3103	PROF/GEN/LAW LIAB\INSURAN	2,090	1,655	2,100	2,136	-	2,200
100-2450-004-52-3201	TELEPHONE	1,654	1,717	1,580	683	1,580	1,400
100-2450-004-52-3701	PER DIEM & TRAVEL	363	533	620	34	1,500	1,200
100-2450-004-52-3702	TRAINING SCHOOLS & SEMINA	410	1,370	2,000	500	4,000	3,000
100-2450-004-52-3705	MEMBERSHIP DUES	500	641	400	-	-	650
100-2450-004-52-3801	GUN PERMIT FEES	10,894	18,852	15,000	7,048	15,000	15,000
100-2450-004-52-3901	MEDICAL	-	200	-	-	-	-
Total Services		**19,410**	**28,950**	**26,400**	**12,727**	**36,180**	**37,550**
100-1400-004-53-1270	GAS & DIESEL FUEL	-	-	-	-	-	-
100-2450-004-53-1101	OFFICE SUPPLIES	9,206	12,189	10,000	4,070	10,000	10,000
100-2450-004-53-1104	POSTAGE	4,124	5,447	4,000	2,564	4,000	5,000
100-2450-004-53-1117	COMPUTER EQUIPMENT	-	-	-	-	-	-
Total Supplies		**13,330**	**17,636**	**14,000**	**6,634**	**14,000**	**15,000**
100-2450-004-54-2502	OTHER EQUIPMENT	-	18,600	-	-	-	-
Total Capital		**-**	**18,600**	**-**	**-**	**-**	**-**
Total Other		-	-	-	-	-	-
Total Appropriations		**351,258**	**416,746**	**491,420**	**248,071**	**526,511**	**535,164**

004 - Probate Court - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	194,853
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	91,229
	OTHER GENERAL REVENUES	-	-	-	-	-	39,082
	COMBINED REVENUES PRIOR YEAR	167,494	172,265	296,420	167,613	-	-
100-35-1150	PROBATE JUDGE	183,764	244,481	195,000	80,457	-	210,000
Total Revenues		**351,258**	**416,746**	**491,420**	**248,071**	**-**	**535,164**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

004 - Probate Court - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	CHIEF DEPUTY CLERK		1				**1**
	DEPUTY CLERK			3	1		**4**
	OFFICE ASSISTANT			1	1		**2**
	PROBATE JUDGE	1					**1**
Total Personnel		**1**	**1**	**4**	**2**		**8**

005 - Superior Court Clerk - Appropriations

GL Account	GL Name	2020	2021	2022	12/31/21	2023	23
100-2150-005-51-1100	SALARIES	406,018	376,182	423,278	202,110	517,033	453,239
100-2150-005-51-1101	RAISES	-	-	-	-	-	14,749
100-2150-005-51-1300	OVERTIME	217	8,080	-	1,267	-	-
100-2150-005-51-2101	MEDICAL/LIFE INSURANCE	2,615	3,259	3,250	1,655	4,224	3,575
100-2150-005-51-2102	HEALTH INSURANCE	103,931	101,000	131,646	59,294	244,708	196,329
100-2150-005-51-2200	PAYROLL TAXES	27,956	28,472	32,381	14,887	39,553	35,801
100-2150-005-51-2401	RETIREMENT	22,075	13,307	21,896	8,462	29,122	26,084
100-2150-005-51-2600	UNEMPLOYMENT	283	577	422	27	492	422
100-2150-005-51-2700	WORKMEN'S COMPENSATION	2,021	1,793	1,783	860	2,360	2,096
Total Personnel		**565,117**	**532,669**	**614,655**	**288,561**	**837,492**	**732,294**
100-2150-005-52-1303	COMPUTER SERVICES	-	-	900	-	8,700	8,700
100-2150-005-52-1304	REALESTATE INDEXING RECORDS	12,376	21,004	-	-	-	-
100-2150-005-52-2208	COMPUTER MAINT. AGREEMNTS	28,236	38,126	72,000	37,600	75,000	75,000
100-2150-005-52-2211	COVID RELATED EXPENSES	-	50	-	-	1,200	-
100-2150-005-52-2321	OPERATING LEASES/RENTAL COPIER	6,128	5,496	5,700	2,599	5,700	5,700
100-2150-005-52-3102	AUTO,TRK,EQ - INSURANCE	-	-	880	-	880	880
100-2150-005-52-3103	PROF/GEN/LAW LIAB\INSURAN	3,538	2,808	3,550	3,161	3,550	3,200
100-2150-005-52-3201	TELEPHONE	4,091	4,386	4,400	1,245	4,400	4,400
100-2150-005-52-3500	AUTO ALLOWANCE	-	250	-	-	-	-
100-2150-005-52-3701	PER DIEM & TRAVEL	115	4,845	5,000	2,403	7,500	7,500
100-2150-005-52-3702	TRAINING SCHOOLS & SEMINA	1,593	1,550	5,000	896	5,000	5,000
100-2150-005-52-3705	MEMBERSHIP DUES	500	700	2,000	400	2,000	2,000
100-2150-005-52-3912	DOCUMENT SHREDDING	-	2,232	1,450	564	1,450	1,450
100-2150-005-52-3916	BANK CHARGES	-	90	-	137	200	200
Total Services		**56,577**	**81,537**	**100,880**	**49,005**	**115,580**	**114,030**
100-2150-005-53-1101	OFFICE SUPPLIES	19,656	27,724	15,000	12,856	19,500	19,500
100-2150-005-53-1104	POSTAGE	1,062	4,223	1,500	3,686	5,000	5,000
100-2150-005-53-1117	COMPUTERS	34	-	500	-	500	500
100-2150-005-53-1270	GAS & DIESEL FUEL	-	-	1,000	75	1,000	1,000
Total Supplies		**20,751**	**31,947**	**18,000**	**16,616**	**26,000**	**26,000**
100-2150-005-54-2501	OFFICE EQUIPMENT	-	-	-	-	68,000	68,000
Total Capital		**-**	**-**	**-**	**-**	**68,000**	**68,000**
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		**642,445**	**646,153**	**733,535**	**354,182**	**1,047,072**	**940,324**

005 - Superior Court Clerk - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	12,179
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	5,702
	OTHER GENERAL REVENUES	-	-	-	-	-	2,443
	COMBINED REVENUES PRIOR YEAR	(191,557)	(676,476)	50,535	(279,318)	-	
100-34-1200	RECORDING	433,391	797,418	353,000	424,229	-	500,000
100-34-1400	COPIES	-	-	-	-	-	-
100-35-1110	SUPERIOR COURT FINES	400,612	525,211	330,000	209,271	-	420,000
Total Revenues		**642,445**	**646,153**	**733,535**	**354,182**	**-**	**940,324**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

005 - Superior Court Clerk - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	CLERK OF COURTS	1					**1**
	CHIEF DEPUTY CLERK		1				**1**
	ADMINISTRATIVE ASSISTANT			1			**1**
	DEPUTY CLERK			7	1		**8**
	SENIOR DEPUTY CLERK			1			**1**
Total Personnel		**1**	**1**	**9**	**1**		**12**

006 - State Court - Appropriations

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
100-2300-006-51-1100	SALARIES	173,386	178,351	183,460	89,732	181,192	181,192
100-2300-006-51-1101	RAISES	-	-	-	-	-	2,948
100-2300-006-51-2101	MEDICAL/LIFE INSURANCE	739	1,041	650	758	650	650
100-2300-006-51-2102	HEALTH INSURANCE	30,596	31,598	32,830	16,175	37,850	38,372
100-2300-006-51-2200	PAYROLL TAXES	12,367	12,874	14,035	6,517	13,861	14,087
100-2300-006-51-2401	RETIREMENT	10,403	10,701	11,008	5,384	10,872	11,048
100-2300-006-51-2600	UNEMPLOYMENT	35	49	70	-	70	70
100-2300-006-51-2700	WORKMEN'S COMPENSATION	665	604	569	278	562	516
Total Personnel		**228,192**	**235,219**	**242,622**	**118,845**	**245,057**	**248,884**
100-2300-006-52-1101	CONSULTANT	258	55	-	-	-	-
100-2300-006-52-1203	PUBLIC DEFENDERS	975	-	2,000	300	2,000	2,000
100-2300-006-52-1203-1	PUBLIC DEFENDER CONTRACT	46,800	46,800	46,800	23,400	46,800	46,800
100-2300-006-52-2208	COMPUTER MAINT. AGREEMENTS	4,200	-	-	-	-	-
100-2300-006-52-2321	OPERATING LEASES/RENTAL COPIER	180	544	540	270	540	540
100-2300-006-52-3103	PROF/GEN/LAW LIAB\INSURAN	1,386	1,141	1,390	1,149	1,390	1,390
100-2300-006-52-3201	TELEPHONE	1,198	1,372	1,350	678	1,350	1,350
100-2300-006-52-3602	JURY FEES	2,093	1,802	3,000	975	3,000	3,000
100-2300-006-52-3603	RECORDERS FEES	24,097	21,839	27,000	6,441	27,000	27,000
100-2300-006-52-3604	COURT WITNESS FEES	-	-	300	-	300	300
100-2300-006-52-3701	PER DIEM & TRAVEL	403	1,294	1,500	-	1,500	1,500
100-2300-006-52-3702	TRAINING SCHOOLS & SEMINA	-	75	500	-	500	500
100-2300-006-52-3605	INTERPRETERS	450	75	1,000	400	1,000	1,000
100-2300-006-52-3705	MEMBERSHIP DUES	849	350	500	468	500	500
Total Services		**82,889**	**75,346**	**85,880**	**34,081**	**85,880**	**85,880**
100-2300-006-53-1101	OFFICE SUPPLIES	1,844	2,819	2,000	1,173	2,000	2,000
Total Supplies		**1,844**	**2,819**	**2,000**	**1,173**	**2,000**	**2,000**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		**312,925**	**313,384**	**330,502**	**154,099**	**332,937**	**336,764**

006 - State Court - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	4,053
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	1,898
	OTHER GENERAL REVENUES	-	-	-	-	-	813
	COMBINED REVENUES PRIOR YEAR	(74,732)	(99,856)	-	(10,586)	-	
100-35-1120	STATE COURT FINES	387,656	413,240	330,502	164,685	-	330,000
Total Revenues		**312,925**	**313,384**	**330,502**	**154,099**	**-**	**336,764**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

006 - State Court - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	STATE COURT JUDGE	1					**1**
	STATE COURT ADMINISTRATOR		1				**1**
Total Personnel		**1**	**1**	**0**	**0**		**2**

007 - Court Services - Appropriations

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
100-2150-007-51-1100	SALARIES	-	-	-	-	-	-
100-2150-007-51-1213	OGEECHEE JC DRUG COURT GRANT	-	-	-	-	-	-
100-2150-007-51-1300	OVERTIME	-	-	-	-	-	-
100-2150-007-51-2101	MEDICAL/LIFE INSURANCE	-	-	-	-	-	-
100-2150-007-51-2102	HEALTH INSURANCE	-	-	-	-	-	-
100-2150-007-51-2200	PAYROLL TAXES	-	-	-	-	-	-
100-2150-007-51-2401	RETIREMENT	-	-	-	-	-	-
100-2150-007-51-2600	UNEMPLOYMENT	-	-	-	-	-	-
100-2150-007-51-2700	WORKMEN'S COMPENSATION	-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
100-2150-007-52-1203	PUBLIC DEFENDERS	145,225	148,973	54,000	15,643	54,000	54,000
100-2150-007-52-1203-1	PUBLIC DEFENDER CONTRACT	200,752	219,132	260,288	130,144	280,969	280,969
100-2150-007-52-1204	Cont.Agreement For serv-BUDGET	142,962	152,788	142,962	71,481	170,925	170,925
100-2150-007-52-3201	TELEPHONE	2,169	4,329	4,260	2,141	4,260	4,260
100-2150-007-52-3602	JURY FEES	22,644	12,047	25,000	14,104	25,000	25,000
100-2150-007-52-3604	COURT WITNESS FEES	773	25	1,000	-	1,000	1,000
100-2150-007-52-3605	Juvenile Court expenses	352	-	-	287	-	-
100-2150-007-52-3606	OGEECHEE JC DRUG COURT GRANT	13,077	10,664	17,227	2,572	18,156	18,156
100-2150-007-52-3613	BUDGET REQUEST-COURT RECD	68,582	48,857	68,500	14,472	68,500	68,500
Total Services		**596,536**	**596,814**	**573,237**	**250,845**	**622,810**	**622,810**
100-2150-007-53-1104	POSTAGE	-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
100-2150-007-54-2501	OFFICE EQUIPMENT	-	-	250,000	-	-	-
Total Capital		**-**	**-**	**250,000**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**596,536**	**596,814**	**823,237**	**250,845**	**622,810**	**622,810**

007 - Court Services - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	373,216
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	174,737
	OTHER GENERAL REVENUES	-	-	-	-	-	74,857
	COMBINED REVENUES PRIOR YEAR	596,536	596,814	823,237	250,845	-	-
100-35-1145	PUBLIC DEFENDER'S OFFICE	-	-	-	-	-	-
Total Revenues		**596,536**	**596,814**	**823,237**	**250,845**	**-**	**622,810**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

007 - Court Services - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

008 - Board of Elections - Appropriations

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
100-1410-008-51-1100	SALARIES	187,314	240,965	289,762	113,667	317,315	317,793
100-1410-008-51-1100-2	SALARIES POLL WORKERS	-	-	-	-	-	-
100-1410-008-51-1101	RAISES	-	-	-	-	-	8,370
100-1410-008-51-1300	OVERTIME	6,206	6,096	10,155	1,776	-	-
100-1410-008-51-2101	MEDICAL/LIFE INSURANCE	960	1,238	1,300	704	1,300	1,300
100-1410-008-51-2102	HEALTH INSURANCE	34,964	45,193	75,221	24,080	75,692	76,736
100-1410-008-51-2200	PAYROLL TAXES	12,760	16,009	22,944	7,908	24,275	24,952
100-1410-008-51-2401	RETIREMENT	5,593	6,573	11,280	3,801	11,664	11,903
100-1410-008-51-2600	UNEMPLOYMENT	374	570	457	236	457	457
100-1410-008-51-2700	WORKMEN'S COMPENSATION	730	867	930	360	984	913
100-1410-008-51-2700-2	WORKMENS COMP - POLL WORKERS	-	-	-	-	-	-
Total Personnel		**248,901**	**317,512**	**412,048**	**152,531**	**431,686**	**442,424**
100-1410-008-52-1302	ELECTION FEES	18,822	21,211	21,170	7,195	32,570	25,000
100-1410-008-52-2201	R&M FIRST SERV VECH MAINT	-	105	200	-	200	-
100-1410-008-52-2202	R & M - GENERAL(BUILDING)	734	1,075	5,000	1,760	5,000	5,000
100-1410-008-52-2208	COMPUTER MAINT. AGREEMENTS	11,743	1,125	32,359	-	31,305	31,305
100-1410-008-52-2321	OPERATING LEASES/RENTAL COPIER	1,893	1,981	2,000	982	2,000	2,000
100-1410-008-52-3101	PROPERTY INSURANCE	742	895	800	941	1,000	1,000
100-1410-008-52-3102	AUTO,TRK,EQ - INSURANCE	756	882	880	875	880	880
100-1410-008-52-3103	PROF/GEN/LAW LIAB\INSURAN	1,939	1,510	1,950	1,952	2,000	2,000
100-1410-008-52-3104	PROPERTY INSURANCE - VOTING MA	208	405	210	525	600	600
100-1410-008-52-3201	TELEPHONE	1,198	1,515	1,600	831	1,200	1,200
100-1410-008-52-3301	ADVERTISEMENT	1,343	784	1,500	3,079	2,000	2,000
100-1410-008-52-3701	PER DIEM & TRAVEL	1,586	1,621	2,220	852	2,220	2,200
100-1410-008-52-3702	TRAINING SCHOOLS & SEMINARS	-	-	8,760	-	3,420	3,420
100-1410-008-52-3705	MEMBERSHIP DUES	360	360	720	-	360	360
Total Services		**41,324**	**33,469**	**79,369**	**18,991**	**84,755**	**76,965**
100-1410-008-53-1101	OFFICE SUPPLIES	6,090	3,953	5,312	1,979	5,312	5,312
100-1410-008-53-1104	POSTAGE	4,951	6,630	23,460	2,156	7,260	7,260
100-1410-008-53-1115	ELECTION OPERATION SUPPLY	52,278	12,905	8,512	2,199	9,104	9,104
100-1410-008-53-1210	UTILITIES	6,255	7,222	6,000	3,461	7,000	7,583
100-1410-008-53-1212-1	NATURAL GAS 403 N PINE ST	-	-	-	-	-	-
100-1410-008-53-1270	GAS & DIESEL FUEL	340	386	750	415	750	750
Total Supplies		**69,913**	**31,096**	**44,034**	**10,210**	**29,426**	**30,009**
100-1410-008-54-2501	NEW VOTING MACHINES	-	-	-	-	49,060	39,060
Total Capital		**-**	**-**	**-**	**-**	**49,060**	**39,060**
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		**360,138**	**382,077**	**535,451**	**181,732**	**594,927**	**588,458**

008 - Board of Elections - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	349,634
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	163,696
	OTHER GENERAL REVENUES	-	-	-	-	-	70,127
	COMBINED REVENUES PRIOR YEAR	347,487	382,077	529,651	181,468	-	-
100-34-1910	ELECTION QUALIFYING FEE	12,652	-	5,800	264	-	5,000
Total Revenues		**360,138**	**382,077**	**535,451**	**181,732**	**-**	**588,458**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

008 - Board of Elections - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT		Total
ADMINISTRATIVE ASSISTANT			1	1		**2**
ASSISTANT DIRECTOR OF ELECTIONS AND REGISTRATION		1				**1**
DEPUTY REGISTRAR			1			**1**
DIRECTOR OF ELECTIONS AND REGISTSRATION		1				**1**
ELECTION BOARD				5		**5**
POLL MANAGERS				1		**1**
POLL WORKERS				1		**1**
Total Personnel	**0**	**2**	**2**	**8**		**12**

009 - Juvenile Court - Appropriations

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
100-2600-009-51-1100	SALARIES	100,000	100,000	115,000	57,500	115,000	115,000
100-2600-009-51-1101	RAISES	-	-	-	-	-	5,750
100-2600-009-51-1300	OVERTIME	-	-	-	-	-	-
100-2600-009-51-2101	MEDICAL/LIFE INSURANCE	-	-	-	-	-	-
100-2600-009-51-2102	HEALTH INSURANCE	-	3,634	-	4,361	-	-
100-2600-009-51-2200	PAYROLL TAXES	7,650	7,650	8,798	4,399	8,798	9,237
100-2600-009-51-2401	RETIREMENT	4,167	5,000	5,000	2,500	5,000	5,000
100-2600-009-51-2600	UNEMPLOYMENT	124	99	70	-	70	70
100-2600-009-51-2700	WORKMEN'S COMPENSATION	385	339	357	178	357	338
Total Personnel		**112,325**	**116,722**	**129,224**	**68,938**	**129,224**	**135,396**
100-2600-009-52-1101	CONSULTANT	35,000	35,000	35,000	13,125	35,000	35,000
100-2600-009-52-1202	ATTORNEY & PROFESSIONAL SERVICES	-	-	-	20,000	120,000	120,000
100-2600-009-52-1203	PUBLIC DEFENDERS	-	-	-	-	-	-
100-2600-009-52-1204	MEDIATION SERVICES	500	-	-	-	-	-
100-2600-009-52-3103	PROF/GEN/LAW LIAB\INSURAN	-	538	8,724	612	8,724	8,724
100-2600-009-52-3603	RECORDERS FEES	27,164	32,603	30,000	16,378	30,000	30,000
100-2600-009-52-3605	INTERPRETERS	942	-	500	-	500	500
100-2600-009-52-3701	PER DIEM & TRAVEL	2,782	4,423	4,000	1,855	4,000	4,000
100-2600-009-52-3702	TRAINING SCHOOLS & SEMINARS	1,976	-	3,000	-	3,000	3,000
100-2600-009-52-3705	MEMBERSHIP DUES	-	440	1,200	940	1,200	1,200
Total Services		**68,364**	**73,003**	**82,424**	**52,909**	**202,424**	**202,424**
100-2600-009-53-1101	OFFICE SUPPLIES	483	235	1,000	184	1,000	-
Total Supplies		**483**	**235**	**1,000**	**184**	**1,000**	**-**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**181,172**	**189,959**	**212,648**	**122,031**	**332,648**	**337,820**

009 - Juvenile Court - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	195,246
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	91,413
	OTHER GENERAL REVENUES	-	-	-	-	-	39,161
	COMBINED REVENUES PRIOR YEAR	17,862	27,026	49,648	(4,393)	-	
100-33-7005	JUVENILE COURT IGA	147,878	151,840	150,000	123,463	-	-
100-35-1160	JUVENILE COURT FINES	15,433	11,093	13,000	2,962	-	12,000
Total Revenues		**181,172**	**189,959**	**212,648**	**122,031**	**-**	**337,820**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

009 - Juvenile Court - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	JUVENILE COURT JUDGE				2		**2**
Total Personnel		**0**	**0**	**0**	**2**		**2**

010 - Magistrate Court - Appropriations

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
100-2400-010-51-1100	SALARIES	293,082	331,129	360,910	157,043	375,560	374,991
100-2400-010-51-1101	RAISES	-	-	-	-	-	12,306
100-2400-010-51-1300	OVERTIME	684	1,091	-	608	-	-
100-2400-010-51-2101	MEDICAL/LIFE INSURANCE	1,971	2,573	2,275	1,221	2,275	2,275
100-2400-010-51-2102	HEALTH INSURANCE	65,276	86,796	136,699	37,463	101,253	102,611
100-2400-010-51-2200	PAYROLL TAXES	20,563	23,728	27,610	11,454	28,730	29,628
100-2400-010-51-2401	RETIREMENT	12,757	13,668	19,877	6,423	21,072	21,703
100-2400-010-51-2600	UNEMPLOYMENT	228	352	316	101	316	316
100-2400-010-51-2700	WORKMEN'S COMPENSATION	4,135	5,150	2,880	2,244	2,668	2,610
Total Personnel		**398,697**	**464,486**	**550,566**	**216,557**	**531,874**	**546,440**
100-2400-010-52-1303	COMPUTER SERVICES	-	-	-	-	-	-
100-2400-010-52-2208	COMPUTER MAINT. AGREEMNTS	2,750	2,500	3,000	1,500	3,000	3,000
100-2400-010-52-2321	OPERATING LEASES/RENTAL COPIER	1,978	2,697	2,300	867	-	2,300
100-2400-010-52-3102	AUTO,TRK,EQ - INSURANCE	2,268	2,646	2,660	2,625	2,625	2,700
100-2400-010-52-3103	PROF/GEN/LAW LIAB\INSURAN	2,445	2,139	2,890	2,608	2,608	2,700
100-2400-010-52-3201	TELEPHONE	2,408	2,691	2,820	1,170	2,339	2,400
100-2400-010-52-3301	ADVERTISEMENT	-	-	100	-	100	100
100-2400-010-52-3701	PER DIEM & TRAVEL	2,313	2,026	2,500	(198)	3,600	3,600
100-2400-010-52-3705	MEMBERSHIP DUES	870	540	1,000	200	1,700	1,700
Total Services		**15,032**	**15,239**	**17,270**	**8,771**	**15,972**	**18,500**
100-2400-010-53-1101	OFFICE SUPPLIES	9,189	10,009	8,000	3,935	8,000	8,000
100-2400-010-53-1104	POSTAGE	6,174	3,616	5,200	2,491	5,200	5,200
100-2400-010-53-1270	GAS & DIESEL FUEL	3,941	2,525	6,450	2,305	6,450	6,450
100-2400-010-53-1701	UNIFORMS	4,073	1,864	4,000	3,114	4,000	4,000
Total Supplies		**23,378**	**18,014**	**23,650**	**11,845**	**23,650**	**23,650**
100-2400-010-54-2501	OFFICE EQUIPMENT	-	-	-	-	-	-
100-2400-010-54-2201	AUTOS & TRUCKS	-	-	43,980	-	-	-
Total Capital		**-**	**-**	**43,980**	**-**	**-**	**-**
100-2400-010-58-1200	CAPITAL LEASE PRINCIPAL	-	-	8,767	-	13,507	13,507
100-2400-010-58-2200	CAPITAL LEASE INTEREST	-	-	-	-	-	-
Total Other		-	-	8,767	-	13,507	13,507
Total Appropriations		**437,106**	**497,739**	**644,234**	**237,174**	**585,003**	**602,097**

010 - Magistrate Court - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	270,917
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	126,841
	OTHER GENERAL REVENUES	-	-	-	-	-	54,339
	COMBINED REVENUES PRIOR YEAR	302,600	370,920	486,234	184,231	-	-
100-35-1130	CHIEF MAGISTRATE FEES	134,506	126,820	158,000	52,943	-	150,000
Total Revenues		**437,106**	**497,739**	**644,234**	**237,174**	**-**	**602,097**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

010 - Magistrate Court - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	DEPUTY CLERK			2	1		**3**
	DEPUTY SHERIFF			2			**2**
	MAGISTRATE JUDGE	1	1		1		**3**
	SENIOR DEPUTY CLERK			1			**1**
Total Personnel		**1**	**1**	**5**	**2**		**9**

011 - County Commissioners - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
100-1130-011-51-1100	SALARIES	450,753	528,587	295,391	158,667	297,874	299,726
100-1130-011-51-1101	RAISES	-	-	-	-	-	2,585
100-1130-011-51-1300	OVERTIME	4,147	174	-	413	-	-
100-1130-011-51-2101	MEDICAL/LIFE INSURANCE	2,308	3,759	2,600	1,475	2,600	2,600
100-1130-011-51-2102	HEALTH INSURANCE	93,021	150,850	130,035	68,900	135,028	136,870
100-1130-011-51-2200	PAYROLL TAXES	32,716	36,219	22,597	11,205	22,787	23,127
100-1130-011-51-2401	RETIREMENT	18,944	24,595	17,723	7,746	17,872	18,139
100-1130-011-51-2600	UNEMPLOYMENT	229	283	281	3	281	281
100-1130-011-51-2700	WORKMEN'S COMPENSATION	3,784	3,999	3,717	1,647	3,966	3,912
Total Personnel		**605,901**	**748,465**	**472,344**	**250,056**	**480,409**	**487,239**
100-1130-011-52-1101	CONSULTANT	64,059	80	-	-	-	-
100-1130-011-52-1202	ATTORNEY & PROFESSIONAL SERVIC	53,016	72,121	-	20,198	-	-
100-1130-011-52-2208	COMPUTER MAINT. AGREEMENTS	-	-	15,400	5,092	15,400	15,400
100-1130-011-52-2321	OPERATING LEASES/RENTAL COPIERS	3,832	3,763	2,000	1,991	-	4,000
100-1130-011-52-3102	AUTO,TRUCK,EQUIPMENT INSURANCE	1,512	1,764	880	1,750	-	1,800
100-1130-011-52-3103	PROF/GEN/LAW LIAB\INSURAN	3,544	3,217	1,750	2,237	-	2,300
100-1130-011-52-3201	TELEPHONE	1,454	1,630	4,900	808	-	7,300
100-1130-011-52-3201-1	PAGERS/CELLS/LINKS	4,563	5,650	-	2,085	-	-
100-1130-011-52-3301	ADVERTISEMENT	3,049	14,868	15,000	5,793	15,000	15,000
100-1130-011-52-3500	AUTO ALLOWANCE	6,600	7,200	-	600	-	-
100-1130-011-52-3701	PER DIEM & TRAVEL	10,398	48	21,429	5,287	25,000	25,000
100-1130-011-52-3701-06	CONVENTION, DUES & TRAVL-FLOYD	2,154	-	-	166	-	-
100-1130-011-52-3701-2	CONVENTIONS, DUES & TRAVL-R.LO	5,408	-	-	1,041	-	-
100-1130-011-52-3701-6	CONVENTIONS, DUES & TRAVL-KEIF	2,510	-	-	166	-	-
100-1130-011-52-3701-7	CONVENTION, DUES & TRAVL - DEL	3,831	-	-	1,000	-	-
100-1130-011-52-3701-8	CONVENTION, DUES & TRAVL-CORBI	2,831	-	-	25	-	-
100-1130-011-52-3701-9	CONVENTION, DUES & TRAVL-BURDE	2,110	-	-	191	-	-
100-1130-011-52-3702	TRAINING SCHOOLS & SEMINA	2,000	2,232	2,500	-	5,000	5,000
100-1130-011-52-3705	MEMBERSHIP DUES	475	1,155	3,000	-	-	1,000
100-1130-011-52-3902	CONTINGENCY	-	-	41,649	-	-	-
100-1130-011-52-xxxx	RECORDS MANAGEMENT	-	-	-	-	100,000	-
Total Services		**173,346**	**113,728**	**108,508**	**48,431**	**160,400**	**76,800**
100-1130-011-53-1101	OFFICE SUPPLIES	6,041	6,333	3,000	1,023	3,000	3,000
100-1130-011-53-1102	OPERATING SUPPLIES	2,275	2,354	2,000	4,565	3,000	3,000
100-1130-011-53-1270	GAS & DIESEL FUEL	70	238	1,000	91	1,000	1,000
100-1130-011-53-1301	GROCERIES	914	119	-	-	-	-
100-1130-011-53-1402	PRINTING & PUBLICATIONS	249	27	1,000	-	1,000	1,000
Total Supplies		**9,548**	**9,071**	**7,000**	**5,680**	**8,000**	**8,000**
100-1130-011-54-2201	AUTOS & TRUCKS	-	1,836	65,513	-	-	28,000
100-1130-011-54-2501	OFFICE EQUIPMENT	-	-	10,000	-	-	-
100-1130-011-54-2502	OTHER EQUIPMENT	-	13,875	-	4,625	-	-
Total Capital		**-**	**15,711**	**75,513**	**4,625**	**-**	**28,000**
100-1130-011-58-1200	CAPITAL LEASE PRINCIPAL	-	317	13,096	2,546	13,200	13,200
100-1130-011-58-2200	CAPITAL LEASE INTEREST	-	-	-	51	-	-
Total Other		-	317	13,096	2,597	13,200	13,200
Total Appropriations		**788,796**	**887,292**	**676,461**	**311,390**	**662,009**	**613,239**

011 - County Commissioners - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	367,480
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	172,052
	OTHER GENERAL REVENUES	-	-	-	-	-	73,707
	COMBINED REVENUES PRIOR YEAR	788,796	887,292	676,461	311,390	-	-
Total Revenues		**788,796**	**887,292**	**676,461**	**311,390**	**-**	**613,239**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

011 - County Commissioners - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	CHAIRMAN AT LARGE	1					**1**
	COMMISSIONER	5					**5**
	COUNTY CLERK		1				**1**
	DEPUTY COUNTY CLERK			1			**1**
Total Personnel		**6**	**1**	**1**	**0**		**8**

012 - Tax Assessors - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
100-1550-012-51-1100	SALARIES	453,700	466,798	528,322	230,257	738,565	622,568
100-1550-012-51-1101	RAISES	-	-	-	-	-	19,992
100-1550-012-51-1300	OVERTIME	1,408	1,505	-	842	-	-
100-1550-012-51-2101	MEDICAL/LIFE INSURANCE	4,065	4,901	4,224	2,427	4,874	4,874
100-1550-012-51-2102	HEALTH INSURANCE	113,737	137,595	189,948	82,336	223,320	226,326
100-1550-012-51-2200	PAYROLL TAXES	32,416	33,418	40,417	16,840	56,500	49,156
100-1550-012-51-2401	RETIREMENT	22,050	23,334	30,799	11,929	37,354	37,654
100-1550-012-51-2600	UNEMPLOYMENT	451	693	633	5	703	703
100-1550-012-51-2700	WORKMEN'S COMPENSATION	9,142	8,530	8,599	4,038	11,673	9,569
Total Personnel		**636,969**	**676,774**	**802,942**	**348,673**	**1,072,988**	**970,843**
100-1550-012-52-1101	CONSULTANT	27,415	7,797	14,900	9,118	12,900	12,900
100-1550-012-52-1201	AUDITORS	28,474	8,025	62,125	800	31,000	31,000
100-1550-012-52-1202	ATTORNEY & PROFESSIONAL SERVIC	9,202	-	-	-	-	-
100-1550-012-52-1304	MAPPING	-	-	-	-	39,000	39,000
100-1550-012-52-2208	COMPUTER MAINT. AGREEMNTS	34,726	47,157	49,623	16,987	57,432	54,732
100-1550-012-52-2321	OPERATING LEASES/RENTAL COPIER	2,194	2,889	1,900	1,610	2,776	2,900
100-1550-012-52-3102	AUTO,TRK,EQ - INSURANCE	4,537	5,293	4,600	5,251	4,600	5,300
100-1550-012-52-3103	PROF/GEN/LAW LIAB\INSURAN	4,440	3,472	4,450	3,803	4,450	3,900
100-1550-012-52-3201	TELEPHONE	5,757	5,153	5,120	2,295	5,120	5,120
100-1550-012-52-3301	ADVERTISEMENT	39	39	39	-	45	45
100-1550-012-52-3701	PER DIEM & TRAVEL	3,816	5,474	14,211	1,927	14,211	14,211
100-1550-012-52-3702	TRAINING SCHOOLS & SEMINA	1,666	4,596	10,019	289	10,019	10,019
100-1550-012-52-3705	MEMBERSHIP DUES	900	990	1,180	935	1,180	1,180
100-1550-012-52-3916	BANK CHARGES	264	280	3,105	114	3,105	1,000
Total Services		**123,429**	**91,164**	**171,272**	**43,130**	**185,838**	**181,307**
100-1550-012-53-1101	OFFICE SUPPLIES	4,265	2,886	8,610	1,163	8,610	11,310
100-1550-012-53-1102	OPERATING SUPPLIES	-	74	-	-	-	-
100-1550-012-53-1104	POSTAGE	4,152	3,822	9,900	6,401	10,338	10,338
100-1550-012-53-1270	GAS & DIESEL FUEL	2,285	2,329	3,500	997	3,500	3,500
100-1550-012-53-1402	PRINTING & PUBLICATIONS	23,588	22,362	33,000	1,271	35,518	35,518
Total Supplies		**34,291**	**31,473**	**55,010**	**9,832**	**57,966**	**60,666**
100-1550-012-54-2201	AUTOS & TRUCKS	-	-	27,735	-	27,735	-
100-1550-012-54-2501	OFFICE EQUIPMENT	-	473	-	-	-	-
Total Capital		**-**	**473**	**27,735**	**-**	**27,735**	**-**
100-1550-012-58-1200	CAPITAL LEASE PRINCIPAL	-	-	5,240	-	5,240	-
Total Other		**-**	**-**	**5,240**	**-**	**5,240**	**-**
Total Appropriations		**794,688**	**799,885**	**1,062,199**	**401,635**	**1,349,767**	**1,212,816**

012 - Tax Assessors - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	726,594
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	340,186
	OTHER GENERAL REVENUES	-	-	-	-	-	145,736
	COMBINED REVENUES PRIOR YEAR	794,381	799,567	1,061,899	401,530	-	-
100-34-1100	CUVA ADMIN FEE	307	318	300	105	-	300
Total Revenues		**794,688**	**799,885**	**1,062,199**	**401,635**	**-**	**1,212,816**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

012 - Tax Assessors - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	ASSESSOR BOARD				5		**5**
	CHIEF APPRAISER		1				**1**
	REAL PROPERTY APPRAISER		2	10			**12**
	AUDITOR TRAINEE			1			**1**
	DATA ENTRY/PLAT SPECIALIST			1			**1**
Total Personnel		**0**	**3**	**12**	**5**		**20**

013 - Tax Commissioner - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	d 2023
100-1545-013-51-1100	SALARIES	471,376	462,466	518,306	232,422	528,366	529,218
100-1545-013-51-1101	RAISES	-	-	-	-	-	17,574
100-1545-013-51-1300	OVERTIME	2,576	291	-	141	-	-
100-1545-013-51-2101	MEDICAL/LIFE INSURANCE	4,009	4,629	4,224	1,933	4,224	4,224
100-1545-013-51-2102	HEALTH INSURANCE	117,112	141,093	208,148	72,754	194,881	197,507
100-1545-013-51-2200	PAYROLL TAXES	33,394	33,254	39,650	16,518	40,420	41,830
100-1545-013-51-2401	RETIREMENT	29,873	28,869	38,623	13,395	31,702	32,808
100-1545-013-51-2600	UNEMPLOYMENT	450	591	457	201	457	457
100-1545-013-51-2700	WORKMEN'S COMPENSATION	1,812	1,566	1,607	721	1,638	1,531
Total Personnel		**660,603**	**672,758**	**811,016**	**338,084**	**801,688**	**825,149**
100-1545-013-52-1202	ATTORNEY & PROFESSTIONAL SERVI	5,200	204	17,000	-	17,000	17,000
100-1545-013-52-2202	R&M - GENERAL(BUILDING)	-	312	-	156	-	-
100-1545-013-52-2208	COMPUTER MAINT. AGREEMNTS	20,986	21,346	22,000	9,379	22,000	22,000
100-1545-013-52-2211	COVID RELATED EXPENSES	660	-	-	-	-	-
100-1545-013-52-2321	OPERATING LEASES/RENTAL COPIER	2,111	2,929	2,600	1,007	2,015	3,000
100-1545-013-52-3102	AUTO,TRK,EQ - INSURANCE	756	882	880	875	875	900
100-1545-013-52-3103	PROF/GEN/LAW LIAB\INSURAN	4,543	3,353	4,550	3,842	3,842	3,900
100-1545-013-52-3201	TELEPHONE	2,426	2,675	2,640	1,285	2,640	2,640
100-1545-013-52-3301	ADVERTISEMENT	5,050	-	10,000	-	10,000	10,000
100-1545-013-52-3701	PER DIEM & TRAVEL	7,133	2,512	8,500	122	8,500	8,500
100-1545-013-52-3702	TRAINING SCHOOLS & SEMINA	-	2,364	2,000	-	2,000	2,000
100-1545-013-52-3705	MEMBERSHIP DUES	984	990	800	-	800	800
Total Services		**49,848**	**37,566**	**70,970**	**16,666**	**69,672**	**70,740**
100-1545-013-53-1101	OFFICE SUPPLIES	13,783	19,486	25,000	20,737	25,000	25,000
100-1545-013-53-1104	POSTAGE	64,850	63,487	50,000	33,266	50,000	50,000
100-1545-013-53-1117	COMPUTERS	-	-	-	-	-	-
100-1545-013-53-1270	GAS & DIESEL FUEL	32	229	300	92	300	500
100-1545-013-53-1402	PRINTING & PUBLICATIONS	2,622	1,513	2,000	1,837	2,000	2,000
Total Supplies		**81,287**	**84,715**	**77,300**	**55,932**	**77,300**	**77,500**
100-1545-013-54-2501	OFFICE EQUIPMENT	-	-	40,000	-	-	-
Total Capital		**-**	**-**	**40,000**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		**791,738**	**795,039**	**999,286**	**410,682**	**948,660**	**973,389**

013 - Tax Commissioner - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(276,651)	(222,907)	41,786	(366,435)	-	-
100-34-1600	MOTOR VEH MAILING FEES	31,064	37,948	25,000	15,923	-	35,000
100-34-1940	COMMISSION EARNED	1,031,905	979,998	931,000	761,194	-	938,389
100-36-1000	INTEREST - TAX COMM	5,420	-	1,500	-	-	-
Total Revenues		**791,738**	**795,039**	**999,286**	**410,682**	**-**	**973,389**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

013 - Tax Commissioner - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	TAX COMMISSIONER	1					**1**
	ACCOUNTING GENERALIST			1			**1**
	CHIEF DEPUTY TAX COMMISSIONER		1				**1**
	EXECUTIVE ASSISTANT			1			**1**
	EX-OFFICIO DEPUTY SHERIFF			1			**1**
	MOTOR VEHICLE SUPERVISOR			1			**1**
	OFFICE MANAGER			1			**1**
	TAX/TAG AGENT			6			**6**
Total Personnel		**1**	**1**	**11**	**0**		**13**

014 - Human Resources - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
100-1540-014-51-1100	SALARIES	195,851	208,130	247,612	120,320	240,677	240,677
100-1540-014-51-1101	RAISES	-	-	-	-	-	7,962
100-1540-014-51-1110	PERFORMANCE AWARD	14,000	14,089	-	7,911	-	14,000
100-1540-014-51-1300	OVERTIME	51	293	-	380	-	-
100-1540-014-51-2101	MEDICAL/LIFE INSURANCE	1,678	2,019	1,625	855	1,625	1,625
100-1540-014-51-2102	HEALTH INSURANCE	27,886	25,255	39,225	17,487	60,084	60,871
100-1540-014-51-2200	PAYROLL TAXES	14,491	15,755	18,942	9,164	18,412	19,021
100-1540-014-51-2401	RETIREMENT	11,785	11,223	14,857	6,421	14,441	14,918
100-1540-014-51-2600	UNEMPLOYMENT	141	282	176	110	176	176
100-1540-014-51-2700	WORKMEN'S COMPENSATION	751	701	768	376	746	696
Total Personnel		**266,634**	**277,748**	**323,204**	**163,023**	**336,160**	**359,946**
100-1540-014-52-1202	ATTORNEY & PROFESSIONAL SERVICES	-	525	1,500	225	1,500	1,500
100-1540-014-52-2208	COMPUTER MAINT. AGREEMNTS	-	-	18,000	-	-	-
100-1540-014-52-2211	COVID RELATED EXPENSES	-	50	-	-	-	-
100-1540-014-52-2321	OPERATING LEASES/RENTAL COPIERS	3,832	3,763	3,600	2,449	-	2,400
100-1540-014-52-3102	AUTO,TRK,EQ - INSURANCE	-	-	880	-	-	880
100-1540-014-52-3103	PROF/GEN/LAW LIAB/INS	2,876	1,380	1,600	1,531	-	1,600
100-1540-014-52-3201	TELEPHONE	1,227	2,307	1,860	1,213	2,400	2,400
100-1540-014-52-3301	ADVERTISEMENT	-	-	1,500	-	1,500	1,500
100-1540-014-52-3601	ADMIN FEES - INSURANCE	59,241	68,936	69,502	30,911	-	68,500
100-1540-014-52-3602	ADMIN FEES - RETIREMENT	62,109	66,934	32,000	17,474	-	67,000
100-1540-014-52-3701	PER DIEM & TRAVEL	-	56	2,500	940	3,000	3,000
100-1540-014-52-3702	TRAINING SCHOOLS & SEMINARS	197	303	3,000	1,320	5,000	5,000
100-1540-014-52-3705	MEMBERSHIP DUES	189	1,004	800	150	1,000	800
100-1540-014-52-3902	PERFORMANCE BONUS PROGRAM	-	-	20,000	-	-	-
100-1540-014-52-3915	BACKGROUND CHECKS & MEDICAL	14,565	10,914	20,000	4,505	20,000	15,000
100-1540-014-52-3916	BANK CHARGES	72	-	100	-	100	100
Total Services		**144,307**	**156,172**	**176,842**	**60,717**	**34,500**	**169,680**
100-1540-014-53-1101	OFFICE SUPPLIES	4,203	5,906	8,700	5,545	9,000	9,000
100-1540-014-53-1104	POSTAGE	504	9	100	18	200	200
100-1540-014-53-1105	ACCG SAFETY GRANT	7,362	-	3,000	8,782	3,000	-
100-1540-014-53-1110	WELLNESS FAIR	105	1,603	15,000	2,975	15,000	15,000
100-1540-014-53-1270	GAS & DIESEL FUEL	-	-	300	-	300	300
100-1540-014-53-1402	PRINTING & PUBLICATIONS	-	481	2,000	6,247	2,000	2,000
Total Supplies		**12,174**	**7,998**	**29,100**	**23,566**	**29,500**	**26,500**
100-1540-014-54-2501	OFFICE EQUIPMENT	-	-	1,200	-	6,000	6,000
Total Capital		**-**	**-**	**1,200**	**-**	**6,000**	**6,000**
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		**423,115**	**441,918**	**530,346**	**247,307**	**406,160**	**562,126**

014 - Human Resources - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	336,851
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	157,711
	OTHER GENERAL REVENUES	-	-	-	-	-	67,563
	COMBINED REVENUES PRIOR YEAR	415,752	441,918	530,346	238,977	-	-
100-33-4142	ACCG SAFETY GRANT	7,362	-	-	8,330	-	-
Total Revenues		**423,115**	**441,918**	**530,346**	**247,307**	**-**	**562,126**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

014 - Human Resources - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	HUMAN RESOURCES DIRECTOR		1				**1**
	ASSISTANT DIRECTOR OF HUMAN RESOURCES		1				**1**
	HUMAN RESOURCES GENERALIST			1			**1**
	HUMAN RESOURCES ADMINISTRATIVE ASSISTANT			1			**1**
	RISK MANAGEMENT TECHNICIAN			1			**1**
Total Personnel		**0**	**2**	**3**	**0**		**5**

015 - Finance - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
100-1510-015-51-1100	SALARIES	436,468	364,851	422,316	193,081	403,989	408,170
100-1510-015-51-1101	RAISES	-	-	-	-	-	17,905
100-1510-015-51-1300	OVERTIME	3,898	3,215	-	3,489	-	-
100-1510-015-51-2101	MEDICAL/LIFE INSURANCE	3,309	3,313	2,925	1,407	2,925	2,925
100-1510-015-51-2102	HEALTH INSURANCE	98,334	63,600	125,571	41,778	111,785	113,255
100-1510-015-51-2200	PAYROLL TAXES	31,866	27,072	32,307	14,670	30,905	32,595
100-1510-015-51-2401	RETIREMENT	23,986	20,074	24,927	10,480	23,709	24,896
100-1510-015-51-2600	UNEMPLOYMENT	288	397	352	138	352	352
100-1510-015-51-2700	WORKMEN'S COMPENSATION	1,673	1,243	1,309	610	1,252	1,193
Total Personnel		**599,822**	**483,766**	**609,706**	**265,652**	**574,916**	**601,290**
100-1510-015-52-1101	CONSULTANT	4,738	-	5,000	200	5,000	5,000
100-1510-015-52-1201	AUDITORS	51,750	51,250	52,000	17,500	52,000	52,000
100-1510-015-52-1324	WELLNESS PROGRAMS	-	-	-	-	-	-
100-1510-015-52-2202	R&M - GENERAL(BUILDING)	-	-	-	517	-	-
100-1510-015-52-2321	OPERATING LEASES/RENTAL COPIER	3,946	3,001	3,050	1,955	3,050	3,050
100-1510-015-52-3001	MISCELLANEOUS	397	-	500	-	-	-
100-1510-015-52-3101	PROPERTY INSURANCE	-	-	120	-	-	-
100-1510-015-52-3102	AUTO,TRUCK,EQUIPMENT INSURANCE	756	882	-	875	-	-
100-1510-015-52-3103	PROF/GEN/LAW LIAB\INSURAN	3,852	2,584	4,000	2,939	3,000	3,000
100-1510-015-52-3201	TELEPHONE	15,649	15,356	16,000	7,124	16,000	16,000
100-1510-015-52-3301	ADVERTISEMENT	1,380	-	200	-	-	-
100-1510-015-52-3606	CGRDC DUES	50,541	50,541	52,000	25,271	52,000	52,000
100-1510-015-52-3611	ADMIN FEES - ACCG	-	-	-	-	-	-
100-1510-015-52-3612	ADMIN FEES - HA&W	-	-	-	-	-	-
100-1510-015-52-3613	ADMIN FEES - CAPSTONE	-	-	-	-	-	-
100-1510-015-52-3701	PER DIEM & TRAVEL	6,356	(146)	2,000	-	2,000	2,000
100-1510-015-52-3702	TRAINING SCHOOLS & SEMINA	395	1,211	1,500	-	1,500	1,500
100-1510-015-52-3704	TOURISM	-	-	-	-	-	-
100-1510-015-52-3705	MEMBERSHIP DUES	5,851	9,532	9,000	8,481	9,000	9,000
100-1510-015-52-3850	CONTRACT LABOR	-	-	-	-	-	-
100-1510-015-52-3901	MEDICAL	-	-	-	-	-	-
100-1510-015-52-3916	BANK CHARGES	3,937	2,743	5,000	4,086	5,000	5,000
100-1510-015-52-4000	RETURNED CHECK EXPENSE	1,350	25	2,000	-	2,000	2,000
Total Services		**150,899**	**136,979**	**152,370**	**68,948**	**150,550**	**150,550**
100-1510-015-53-1101	OFFICE SUPPLIES	11,563	8,749	14,000	3,218	14,000	14,000
100-1510-015-53-1102	OPERATING SUPPLIES	1,819	2,581	4,000	220	4,000	4,000
100-1510-015-53-1103	JANITORIAL SUPPLIES	48	7	300	-	-	-
100-1510-015-53-1104	POSTAGE	3,200	5,102	6,100	2,603	6,100	6,100
100-1510-015-53-1210	UTILITIES	390	385	450	245	-	-
100-1510-015-53-1270	GAS & DIESEL FUEL	170	91	200	105	200	200
100-1510-015-53-1402	PRINTING & PUBLICATIONS	-	-	500	-	-	-
Total Supplies		**17,190**	**16,915**	**25,550**	**6,391**	**24,300**	**24,300**
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**767,911**	**637,660**	**787,626**	**340,991**	**749,766**	**776,140**

015 - Finance - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	465,098
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	217,756
	OTHER GENERAL REVENUES	-	-	-	-	-	93,286
	COMBINED REVENUES PRIOR YEAR	767,911	637,660	787,626	340,991	-	-
Total Revenues		**767,911**	**637,660**	**787,626**	**340,991**	**-**	**776,140**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

015 - Finance - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT		Total
FINANCE DIRECTOR		1				**1**
DEPUTY DIRECTOR OF FINANCE		1				**1**
ACCOUNTING CLERK			2	1		**3**
ACCOUNTING GENERALIST			3			**3**
GRANTS COORDINATOR			1			**1**
PROJECT ACCOUNTANT			1			
Total Personnel	**0**	**2**	**7**	**1**		

016 - Prison - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Adopted 2023
100-3420-016-51-1100	SALARIES	1,386,770	1,370,027	1,582,891	784,407	1,591,521	1,632,246
100-3420-016-51-1101	RAISES	-	-	-	-	-	41,705
100-3420-016-51-1300	OVERTIME	10,805	7,165	-	6,710	-	-
100-3420-016-51-2101	MEDICAL/LIFE INSURANCE	12,397	14,975	12,024	6,886	12,024	12,024
100-3420-016-51-2102	HEALTH INSURANCE	271,917	312,902	447,640	174,296	384,446	389,366
100-3420-016-51-2200	PAYROLL TAXES	102,053	102,054	121,091	58,920	121,751	128,057
100-3420-016-51-2401	RETIREMENT	71,275	72,635	90,565	39,097	93,718	98,575
100-3420-016-51-2600	UNEMPLOYMENT	1,399	1,852	1,371	260	1,371	1,371
100-3420-016-51-2700	WORKMEN'S COMPENSATION	34,747	32,891	36,377	18,141	36,100	36,356
Total Personnel		**1,891,363**	**1,914,500**	**2,291,958**	**1,088,716**	**2,240,930**	**2,339,701**
100-3420-016-52-1202	ATTORNEY & PROFESSIONAL SERVIC	4,791	-	-	-	-	-
100-3420-016-52-1306	PEST CONTROL	1,815	1,704	1,980	825	1,980	1,800
100-3420-016-52-2202	R & M - GENERAL(BUILDING)	28,262	31,393	30,000	11,324	30,000	30,000
100-3420-016-52-2203	R & M - GENERAL(EQUIPMNT)	3,982	10,426	10,000	2,298	10,000	10,000
100-3420-016-52-2204	R & M - GENERAL(GROUNDS)	2,213	1,305	1,500	-	1,500	1,500
100-3420-016-52-2208	MAINT. CONTRACTS	3,279	1,426	1,800	362	1,800	1,800
100-3420-016-52-2321	OPERATING LEASES/RENTAL COPIER	6,776	7,685	7,532	3,886	-	7,700
100-3420-016-52-3101	PROPERTY INSURANCE	5,624	6,776	5,700	7,117	-	7,200
100-3420-016-52-3102	AUTO,TRK,EQ - INSURANCE	9,074	12,377	9,100	12,279	-	12,300
100-3420-016-52-3103	PROF/GEN/LAW LIAB\INSURAN	11,925	19,556	12,000	21,187	-	22,000
100-3420-016-52-3201	TELEPHONE	1,496	1,555	1,550	691	1,550	1,550
100-3420-016-52-3201-1	PAGERS/LINKS/CELLS	1,119	1,140	-	380	-	-
100-3420-016-52-3301	ADVERTISEMENT	-	-	-	-	-	-
100-3420-016-52-3520	TAG & TITLE FOR VEHICLES	-	-	-	-	-	-
100-3420-016-52-3701	PER DIEM & TRAVEL	1,710	785	2,000	-	2,000	2,000
100-3420-016-52-3702	TRAINING SCHOOLS & SEMINA	-	-	1,500	-	1,500	1,500
100-3420-016-52-3706	CORRECTIONS GED PROGRAM	-	-	-	-	-	-
100-3420-016-52-3901	MEDICAL	619	124	1,000	-	1,000	2,000
100-3420-016-52-3906	MEDICAL	1,293	459	1,000	146	1,000	-
100-3420-016-52-4500	INDIGENT FUND	869	89	1,500	50	-	1,000
Total Services		**84,847**	**96,801**	**88,162**	**60,544**	**52,330**	**102,350**
100-3420-016-53-1101	OFFICE SUPPLIES	9,306	11,965	10,000	4,114	10,000	10,000
100-3420-016-53-1102	OPERATING SUPPLIES	60,586	67,707	75,000	30,184	75,000	75,000
100-3420-016-53-1104	POSTAGE	484	6	-	-	-	-
100-3420-016-53-1105	Inmate release expenditures	8,913	9,593	7,000	5,270	10,000	10,000
100-3420-016-53-1106	INMATE RECREATION COMMISSION	45,210	58,860	25,000	22,942	-	44,000
100-3420-016-53-1109	CLOTHING,BEDDING,ETC.	34,731	29,967	35,000	9,826	35,000	35,000
100-3420-016-53-1210	UTILITIES	258,569	238,241	235,000	99,300	198,601	250,153
100-3420-016-53-1240	DISPOSAL ROLLOFFS-PRISON	8,652	8,652	8,652	3,013	6,026	6,500
100-3420-016-53-1270	GAS & DIESEL FUEL	15,880	16,030	20,700	6,384	-	25,600
100-3420-016-53-1301	GROCERIES	332,097	306,488	360,500	127,662	360,500	340,000
100-3420-016-53-1701	UNIFORMS	8,520	6,110	8,500	2,197	8,500	8,500
Total Supplies		**782,948**	**753,618**	**785,352**	**310,893**	**703,627**	**804,753**
100-3420-016-54-1210	CONSTRUCTION	-	15,042	-	-	-	-
100-3420-016-54-2201	AUTOS & TRUCKS	-	-	193,051	-	-	192,000
100-3420-016-54-2502	OTHER EQUIPMENT	6,735	10,000	25,000	19,441	15,000	15,000
Total Capital		**6,735**	**25,042**	**218,051**	**19,441**	**15,000**	**207,000**
100-3420-016-58-1200	CAPITAL LEASE PRINCIPAL	-	-	38,708	-	48,000	48,000
Total Other		-	-	38,708	-	48,000	48,000
Total Appropriations		**2,765,892**	**2,789,962**	**3,422,232**	**1,479,595**	**3,059,887**	**3,501,804**

016 - Prison - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	d 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	986,839
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	462,031
	OTHER GENERAL REVENUES	-	-	-	-	-	197,934
	COMBINED REVENUES PRIOR YEAR	842,111	1,158,904	1,662,332	734,807	-	
100-33-4216	GA DEPT OF CORRECTIONS	1,508,956	1,400,498	1,500,000	578,358	-	1,440,000
100-33-4224	CORRECTIONS GED PROGRAM	-	-	-	-	-	-
100-33-7003	INMATE WORK DETAIL REIMBURSEME	203,679	222,013	247,000	70,076	-	223,000
100-34-1906	PRISION INMATE RELEASE REIMB	9,133	8,547	7,900	3,041	-	8,000
100-38-9001	INMATE RECREATION COMMISSION R	-	-	5,000	-	-	-
100-38-9001-10	INMATES GRATUITY RELEASE CHECK	2,275	-	-	800	-	2,400
100-38-9001-12	INDIGENT POSTAGE	44	-	-	-	-	100
100-38-9001-13	INMATE TELEPHONE COMMISSION	110,375	-	-	41,670	-	80,000
100-38-9001-19	MCDANIELS KIOSK FEES	29	-	-	-	-	100
100-38-9001-20	INMATE DENTAL	33	-	-	-	-	100
100-38-9001-21	INMATE MISC FEES	374	-	-	-	-	100
100-38-9001-3	MEDICAL CO-PAY	296	-	-	-	-	100
100-38-9001-4	DISCIPLINARY REPORT FEES	2,516	-	-	-	-	1,000
100-38-9001-6	ID FEES	20	-	-	-	-	100
100-38-9001-9	COMMISSARY COMMISSION	86,052	-	-	50,843	-	100,000
Total Revenues		**2,765,892**	**2,789,962**	**3,422,232**	**1,479,595**	**-**	**3,501,804**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

016 - Prison - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	CAPTAIN		1				**1**
	CHAPLIN				1		**1**
	CORRECTIONAL OFFICER			24	1		**25**
	CORRECTIONS COUNSELOR			2			**2**
	DEPUTY WARDEN		1				**1**
	LIEUTENANT		2				**2**
	OFFICE MANAGER		1				**1**
	SERGEANT		4	1			**5**
	WARDEN		1				**1**
Total Personnel		**0**	**10**	**27**	**2**		**39**

017 - Sheriff's Office - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Adopted 2023
100-3310-017-51-1100	SALARIES	4,341,978	4,338,390	4,708,029	2,321,377	4,726,288	5,281,993
100-3310-017-51-1101	RAISES	-	-	-	-	-	10,645
100-3310-017-51-1300	OVERTIME	392,476	508,476	354,959	248,672	384,232	418,912
100-3310-017-51-2101	MEDICAL/LIFE SUPPLEMENTAL	34,576	41,788	31,521	19,119	31,846	30,709
100-3310-017-51-2102	HEALTH INSURANCE	1,020,473	1,198,913	1,679,760	693,800	1,777,851	1,716,031
100-3310-017-51-2200	PAYROLL TAXES	338,667	350,912	387,319	186,410	390,955	436,934
100-3310-017-51-2401	RETIREMENT	236,865	244,717	274,497	126,725	295,946	330,359
100-3310-017-51-2600	UNEMPLOYMENT	3,689	5,046	3,761	632	3,761	3,761
100-3310-017-51-2700	WORKMEN'S COMPENSATION	105,278	104,383	103,438	52,593	102,987	109,805
Total Personnel		**6,474,002**	**6,792,625**	**7,543,284**	**3,649,327**	**7,713,867**	**8,339,150**
100-3310-017-52-1101	CONSULTANT	-	19,380	17,820	-	17,820	17,820
100-3310-017-52-1102	APPEAL BOARD	-	6,772	-	512	-	-
100-3310-017-52-1202	ATTORNEY & PROFESSIONAL SERVIC	2,072	-	-	-	-	-
100-3310-017-52-1207	INVESTIGATIVE WORK	5,129	7,678	5,000	3,885	3,885	3,900
100-3310-017-52-1210	SECURITY	-	1,800	-	1,081	-	-
100-3310-017-52-1303	COMPUTER SERVICES	10,869	3,279	-	1,250	2,500	2,500
100-3310-017-52-1303-1	COMPUTER SERVICES FORENSICS	12,278	4,728	20,895	2,364	20,895	20,900
100-3310-017-52-1306	PEST CONTROL	-	-	500	-	-	-
100-3310-017-52-2201	R&M FIRST SERV VECH MAINT	918	-	-	-	-	-
100-3310-017-52-2202	R & M - GENERAL(BUILDING)	7,462	1,501	5,000	19,521	19,521	19,500
100-3310-017-52-2203	R & M - GENERAL(EQUIPMNT)	7,340	11,254	7,000	7,539	7,000	7,000
100-3310-017-52-2204	R & M - GENERAL(GROUNDS)	-	-	1,000	-	-	-
100-3310-017-52-2205	VEHICLE ACCIDENT	52,615	30,426	25,000	11,781	25,000	25,000
100-3310-017-52-2208	COMPUTER MAINT. AGREEMNTS	78,364	92,715	84,000	51,632	84,000	84,000
100-3310-017-52-2211	COVID RELATED EXPENSES	-	2,700	-	260	-	-
100-3310-017-52-2321	OPERATING LEASES/RENTAL COPIER	6,772	7,638	7,600	3,787	7,600	7,600
100-3310-017-52-3101	PROPERTY INSURANCE	14,129	17,221	14,500	18,048	18,048	18,100
100-3310-017-52-3102	AUTO,TRK,EQ - INSURANCE	104,211	113,649	104,500	112,786	112,786	113,000
100-3310-017-52-3103	PROF/GEN/LAW LIAB\INSURAN	39,805	65,277	40,000	69,729	69,729	70,000
100-3310-017-52-3201	TELEPHONE	84,492	75,728	62,505	36,679	62,505	62,505
100-3310-017-52-3301	ADVERTISEMENT	3,710	2,220	3,500	1,462	3,500	3,500
100-3310-017-52-3520	TAG & TITLE FOR VEHICLES	388	1,550	1,000	-	1,000	1,000
100-3310-017-52-3701	PER DIEM & TRAVEL	17,259	9,729	18,000	9,611	18,000	18,000
100-3310-017-52-3702	TRAINING SCHOOLS & SEMINA	11,740	4,395	8,000	9,524	12,000	12,000
100-3310-017-52-3705	MEMBERSHIP DUES	3,360	1,965	2,500	335	2,500	2,500
100-3310-017-52-3850	CONTRACT LABOR	-	-	-	-	5,000	5,000
100-3310-017-52-3901	MEDICAL	-	100	3,000	-	-	-
Total Services		**462,914**	**481,703**	**431,320**	**361,787**	**493,289**	**493,825**
100-3310-017-53-1101	OFFICE SUPPLIES	7,005	1,680	-	-	-	-
100-3310-017-53-1102	OPERATING SUPPLIES	83,524	104,980	90,000	50,308	90,000	90,000
100-3310-017-53-1105	AMMUNITION	-	-	30,000	-	30,000	30,000
100-3310-017-53-1117	COMPUTERS	9,850	4,500	15,000	1,393	15,000	15,000
100-3310-017-53-1210	UTILITIES	72,378	65,742	60,000	29,111	-	69,030
100-3310-017-53-1270	GAS & DIESEL FUEL	280,797	275,154	316,250	158,939	-	415,000
100-3310-017-53-1701	UNIFORMS	42,232	43,102	35,000	24,205	35,000	35,000
100-3310-017-53-1702	GA HIGHWAY SAFETY GRANT EXPENS	14,166	13,484	22,000	15,035	22,000	22,000
Total Supplies		**509,952**	**508,642**	**568,250**	**278,991**	**192,000**	**676,030**
100-3310-017-54-1210	CONSTRUCTION	-	12,941	-	-	850,000	-
100-3310-017-54-2201	AUTOS & TRUCKS	-	255,198	2,180,099	15,002	-	220,000
100-3310-017-54-2502	OTHER EQUIPMENT	-	26,822	-	-	30,000	30,000
100-3310-017-54-2509	OTHER\PISTOLS,RIFLES,AMMO	5,450	1,387	-	-	-	-
Total Capital		**5,450**	**296,348**	**2,180,099**	**15,002**	**880,000**	**250,000**
100-3310-017-58-1200	CAPITAL LEASE PRINCIPAL	-	-	490,574	11,901	-	468,219
100-3310-017-58-2200	CAPITAL LEASE INTEREST	-	-	-	512	-	-
Total Other		**-**	**-**	**490,574**	**12,413**	**-**	**468,219**
Total Appropriations		**7,452,317**	**8,079,319**	**11,213,527**	**4,317,521**	**9,279,156**	**10,227,223**

017 - Sheriff's Office - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	d 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	6,055,503
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	2,835,146
	OTHER GENERAL REVENUES	-	-	-	-	-	1,214,575
	COMBINED REVENUES PRIOR YEAR	7,309,203	7,887,510	11,027,127	4,234,059	-	-
100-33-1123	GA HIGHWAY SAFETY GRANT REVENU	14,412	67,723	22,000	30,779	-	-
100-33-1124	SORNA GRANT	-	-	-	-	-	-
100-33-1170	FBI VIOLENT CRIME TASK FORCE	-	20,394	13,000	11,879	-	20,000
100-35-1190	SHERIFF'S OFFICE FINES	57,181	54,445	69,000	26,905	-	60,000
100-38-3003	INSURANCE RECOVERIES - SHERIFF	71,046	46,219	80,000	13,343	-	40,000
100-38-9011	SHERIFF INMATE RESTITUTION	475	3,028	2,400	555	-	2,000
Total Revenues		**7,452,317**	**8,079,319**	**11,213,527**	**4,317,521**	**-**	**10,227,223**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

017 - Sheriff's Office - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	SHERIFF	1					**1**
	CHIEF DEPUTY		1				**1**
	ADMINISTRATIVE ASSISTANT I			1			**1**
	BAILIFF				2		**2**
	CAPTAIN		2				**2**
	CIVIL PROCESS COORDINATOR			1			**1**
	COMMUNICATIONS OFFICER			9			**9**
	COMMUNICATIONS SUPERVISOR			1			**1**
	CORPORAL			7			**7**
	COURT SECURITY BLUE COAT			1	5		**6**
	CRIME ANALYST / COMMUNITY LIASION			1			**1**
	DEPUTY SHERIFF			38	2		**40**
	EXECUTIVE ASSISTANT			1			**1**
	G.C.I.C. TERMINAL AGENCY COORDINATOR			1			**1**
	INVESTIGATOR			9			**9**
	OFFICE ASSISTANT			1			**1**
	OFFICE COORDINATOR			1			**1**
	OPEN RECORDS/PROFESSIONAL STANDARDS SPECIALIST			1			**1**
	PUBLIC INFORMATION OFFICER			1			**1**
	PURCHASING CLERK			1			**1**
	RECEPTIONIST			1			**1**
	SERGEANT			15			**15**
	SUPERIOR COURT CLERK			1			**1**
	WARRANT DIVISION CLERK			1			**1**
	WARRANTS DIVISION SERGEANT			1			**1**
Total Personnel		**1**	**3**	**94**	**9**		**107**

018 - Sheriff's Office Jail - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
100-3326-018-51-1100	SALARIES	1,941,067	1,855,483	2,275,982	959,625	2,224,086	2,528,481
100-3326-018-51-1101	RAISES	-	-	-	-	-	5,497
100-3326-018-51-1300	OVERTIME	113,298	105,374	144,308	90,300	142,455	156,623
100-3326-018-51-2101	MEDICAL/LIFE INSURANCE	17,487	20,509	18,848	8,725	18,848	17,873
100-3326-018-51-2102	HEALTH INSURANCE	544,959	615,202	896,824	329,624	949,279	890,692
100-3326-018-51-2200	PAYROLL TAXES	148,561	141,405	185,152	77,225	181,040	205,831
100-3326-018-51-2401	RETIREMENT	101,280	98,245	145,217	53,006	141,992	161,436
100-3326-018-51-2600	UNEMPLOYMENT	2,259	2,820	2,039	288	2,039	2,039
100-3326-018-51-2700	WORKMEN'S COMPENSATION	46,517	43,209	51,356	21,947	52,497	57,063
Total Personnel		**2,915,428**	**2,882,246**	**3,719,725**	**1,540,740**	**3,712,236**	**4,025,535**
100-3326-018-52-1306	PEST CONTROL	3,600	3,759	3,000	5,490	6,000	3,600
100-3326-018-52-2202	R & M - GENERAL (BUILDING)	90,969	31,058	40,000	10,722	40,000	40,000
100-3326-018-52-2203	R & M - GENERAL(EQUIPMENT)	16,919	3,475	16,000	92	16,000	16,000
100-3326-018-52-2204	R&M - GENERAL(GROUNDS)	646	2,231	2,000	1,798	2,000	2,000
100-3326-018-52-2208	COMPUTER MAINT. AGREEMENTS	-	833	1,500	-	1,500	15,000
100-3326-018-52-2211	COVID RELATED EXPENSES	-	1,950	-	-	-	-
100-3326-018-52-2321	OPERATING LEASES/RENTAL COPIER	1,314	3,260	3,235	1,616	-	3,300
100-3326-018-52-3103	PROF/GEN/LAW LIAB\INSURAN	18,871	30,946	19,000	34,385	34,385	35,000
100-3326-018-52-3106	CATASTROPHIC INSURANCE	24,545	22,272	25,000	11,796	25,000	25,000
100-3326-018-52-3201	TELEPHONE	2,484	2,663	2,635	1,322	2,635	2,700
100-3326-018-52-3701	PER DIEM & TRAVEL	317	-	1,000	357	1,000	1,000
100-3326-018-52-3702	TRAINING SCHOOLS & SEMINA	2,035	1,467	1,600	1,442	2,500	2,500
100-3326-018-52-3907	BOARDING OF EFF CO INMATE - SC	-	32	10,000	-	55,000	55,000
Total Services		**161,699**	**103,946**	**124,970**	**69,020**	**186,020**	**201,100**
100-3326-018-53-1101	OFFICE SUPPLIES	4,968	5,382	5,000	3,530	5,000	5,000
100-3326-018-53-1102	OPERATING SUPPLIES	12,471	11,929	13,000	5,627	13,000	13,000
100-3326-018-53-1103	JANITORIAL SUPPLIES	39,394	40,714	30,000	17,628	30,000	30,000
100-3326-018-53-1104	POSTAGE	2,537	1,620	2,000	1,091	2,000	2,000
100-3326-018-53-1109	CLOTHING,BEDDING,ETC.	20,829	13,364	25,000	21,930	25,000	25,000
100-3326-018-53-1117	COMPUTERS	1,159	4,301	2,500	1,508	2,500	2,500
100-3326-018-53-1210	UTILITIES	39,785	39,562	35,000	19,553	40,000	41,540
100-3326-018-53-1240	DISPOSAL ROLLOFFS-JAIL	2,472	2,472	2,500	860	2,500	2,500
100-3326-018-53-1270	GAS & DIESEL FUEL	4,523	1,053	7,245	802	-	12,000
100-3326-018-53-1301	GROCERIES	325,258	237,083	329,600	145,608	-	336,000
100-3326-018-53-1400	INMATE TRANSPORT COST	1,995	4,217	3,000	844	3,000	3,000
100-3326-018-53-1701	UNIFORMS	13,958	6,841	13,000	4,378	13,000	13,000
Total Supplies		**469,349**	**368,537**	**467,845**	**223,361**	**136,000**	**485,540**
100-3326-018-54-2501	OFFICE EQUIPMENT	-	-	-	-	-	-
100-3326-018-54-2502	OTHER EQUIPMENT	-	158,214	-	-	-	-
Total Capital		**-**	**158,214**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		**3,546,476**	**3,512,943**	**4,312,540**	**1,833,121**	**4,034,256**	**4,712,175**

018 - Sheriff's Office Jail - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	2,823,746
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	1,322,059
	OTHER GENERAL REVENUES	-	-	-	-	-	566,369
	COMBINED REVENUES PRIOR YEAR	3,512,574	3,470,532	4,217,540	1,832,954	-	-
100-34-2331	JAIL BOARD	33,903	42,411	35,000	166	-	-
100-38-9019	TURNOVER SAVINGS - JAIL	-	-	60,000	-	-	-
Total Revenues		**3,546,476**	**3,512,943**	**4,312,540**	**1,833,121**	**-**	**4,712,175**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

018 - Sheriff's Office Jail - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT			Total
CAPTAIN, JAIL COMMANDER		1					**1**
BOOKING OFFICER			3				**3**
CLERK, JAIL			1				**1**
CORPORAL DETENTION			9				**9**
DETENTION OFFICER			38				**38**
INFORMATION SYSTEMS TECHNICIAN			2				**2**
LIEUTENANT, ASST. JAIL COMMANDER		1					**1**
MAINTENANCE WORKER			1				**1**
SERGEANT, DETENTION			2				
Total Personnel	**0**	**2**	**56**	**0**			

019 - EMS - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Adopted 2023
100-3601-019-51-1100	SALARIES	1,766,954	1,577,583	1,764,220	865,470	1,912,202	1,912,679
100-3601-019-51-1101	RAISES	-	-	-	-	-	95,498
100-3601-019-51-1300	OVERTIME	565,529	365,813	453,798	214,439	502,179	501,646
100-3601-019-51-2101	MEDICAL/LIFE INSURANCE	14,638	17,729	12,998	6,716	14,298	14,298
100-3601-019-51-2102	HEALTH INSURANCE	400,961	494,426	698,953	269,011	774,226	784,833
100-3601-019-51-2200	PAYROLL TAXES	169,602	139,382	169,678	78,925	184,700	192,001
100-3601-019-51-2401	RETIREMENT	126,128	101,693	100,526	54,328	137,962	143,212
100-3601-019-51-2600	UNEMPLOYMENT	1,680	2,285	2,109	295	2,250	2,250
100-3601-019-51-2700	WORKMEN'S COMPENSATION	81,101	78,317	87,700	42,715	96,540	90,166
Total Personnel		**3,126,594**	**2,777,227**	**3,289,981**	**1,531,899**	**3,624,357**	**3,736,585**
100-3601-019-52-1101	CONSULTANT	4,768	-	12,000	-	12,000	12,000
100-3601-019-52-1101-1	BILLING SERVICES	75,274	73,587	62,000	36,629	65,000	65,000
100-3601-019-52-1102	APPEAL BOARD	-	-	-	-	-	-
100-3601-019-52-1202	ATTORNEY & PROFESSIONAL SERVIC	320,415	783	-	-	-	-
100-3601-019-52-1214	COMMUNITY AWARENESS	732	1,121	3,000	537	3,000	3,000
100-3601-019-52-1306	PEST CONTROL	-	-	-	-	-	-
100-3601-019-52-1321	COLLECTION FEES	-	343	240	50	-	-
100-3601-019-52-2201	R&M FIRST SERV VECH MAINT	1,190	-	-	591	-	-
100-3601-019-52-2202	R & M - GENERAL(BUILDING)	5,383	2,884	4,500	961	4,500	4,500
100-3601-019-52-2203	R & M - GENERAL(EQUIPMNT)	24,493	26,488	26,000	326	26,500	26,500
100-3310-019-52-2205	VEHICLE ACCIDENT	-	815	-	-	-	-
100-3310-019-52-2208	COMPUTER MAINT AGREEMENTS	-	-	-	-	3,800	3,800
100-3601-019-52-2310	RENT	-	-	-	618	-	-
100-3601-019-52-2321	OPERATING LEASES/RENTAL COPIER	3,945	5,557	4,405	2,389	5,800	5,800
100-3601-019-52-3101	PROPERTY INSURANCE	1,449	1,929	1,450	2,019	-	2,100
100-3601-019-52-3102	AUTO,TRK,EQ - INSURANCE	8,929	11,314	8,930	11,253	-	11,300
100-3601-019-52-3103	PROF/GEN/LAW LIAB\INSURAN	16,788	12,980	17,500	15,584	-	15,600
100-3601-019-52-3201	TELEPHONE	16,420	12,235	12,000	5,185	13,516	13,516
100-3601-019-52-3607	ANNUAL LICENSE FEES	16,500	16,500	18,900	8,250	18,900	18,900
100-3601-019-52-3701	PER DIEM & TRAVEL	539	1,354	1,000	-	1,500	1,500
100-3601-019-52-3702	TRAINING SCHOOLS & SEMINA	-	1,750	600	-	3,075	3,075
100-3601-019-52-3705	MEMBERSHIP DUES	50	-	50	-	-	-
100-3601-019-52-3920	GA TRAUMA CARE GRANT	3,095	-	-	-	-	-
100-3601-019-52-3706	RECRUITMENT & RETENTION	1,431	950	1,000	65	1,500	1,500
Total Services		**501,401**	**170,589**	**173,575**	**84,456**	**159,091**	**188,091**
100-3601-019-53-1101	OFFICE SUPPLIES	2,412	2,640	3,000	400	3,000	3,000
100-3601-019-53-1102	OPERATING SUPPLIES	38,880	77,407	45,000	21,236	45,000	45,000
100-3601-019-53-1103	JANITORIAL SUPPLIES	3,302	3,160	5,000	2,236	5,000	5,000
100-3601-019-53-1111	INFECTION CONTROL SUPPLY	7,906	11,922	10,000	7,527	12,000	12,000
100-3601-019-53-1116	PHARMACEUTICALS	16,542	20,721	20,300	8,123	20,300	20,300
100-3601-019-53-1210	UTILITIES	15,799	15,670	15,000	6,813	15,000	16,453
100-3601-019-53-1270	GAS & DIESEL FUEL	74,088	78,540	89,700	45,743	90,000	120,000
100-3601-019-53-1701	UNIFORMS	6,371	3,421	7,000	2,820	7,000	7,000
Total Supplies		**165,299**	**213,482**	**195,000**	**94,898**	**197,300**	**228,753**
100-3601-019-54-1210	CONSTRUCTION	-	-	-	-	20,000	-
100-3601-019-54-2201	AUTOS & TRUCKS	-	-	21,990	-	-	28,000
100-3601-019-54-2502	OTHER EQUIPMENT	-	227,227	45,250	-	24,000	24,000
Total Capital		**-**	**227,227**	**67,240**	**-**	**44,000**	**52,000**
100-3601-019-58-1200	CAPITAL LEASE PRINCIPAL	-	-	4,384	-	6,600	6,600
Total Other		-	-	4,384	-	6,600	6,600
Total Appropriations		**3,793,295**	**3,388,526**	**3,730,180**	**1,711,253**	**4,031,348**	**4,212,029**

019 - EMS - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	d 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	1,507,118
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	705,622
	OTHER GENERAL REVENUES	-	-	-	-	-	302,288
	COMBINED REVENUES PRIOR YEAR	2,205,213	1,772,515	1,933,980	758,763	-	-
100-33-4231	GA TRAUMA CARE GRANT	7,947	7,879	-	-	-	-
100-34-2600	AMBULANCE	2,000	2,500	2,200	100	-	2,000
100-34-2601	AMBULANCE FOR ROEBLING RD TRAC	51,780	54,615	49,000	21,495	-	50,000
100-34-2605	EMS billing Revenue	1,943,174	2,115,735	2,100,000	1,213,146	-	2,100,000
100-34-2606	EMS BILLING - MANDATORY WRITEOFFS	(561,819)	(709,718)	(500,000)	(318,500)	-	(600,000)
100-34-2607	EFFINGHAM HOSP EXPANDED SERVIC	145,000	145,000	145,000	36,250	-	145,000
Total Revenues		**3,793,295**	**3,388,526**	**3,730,180**	**1,711,253**	**-**	**4,212,029**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

019 - EMS - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	EMS DIRECTOR		1				**1**
	ADMINISTRATIVE ASSISTANT			1			**1**
	CARDIAC TECHNICIAN			2			**2**
	EMERGENCY MEDICAL TECHNICIAN			7	6		**13**
	INTERN				1		**1**
	OPERATIONS MANAGER		1				**1**
	PARAMEDIC			28	13		**41**
	PARAMEDIC SUPERVISOR			4			**4**
Total Personnel		**0**	**2**	**42**	**20**		**64**

020 - EEMA - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
100-3100-020-51-1100	SALARIES	-	42,948	46,202	21,974	44,491	53,047
100-3100-020-51-1101	RAISES	-	-	-	-	-	2,652
100-3100-020-51-1300	OVERTIME	-	-	-	-	-	-
100-3100-020-51-2101	MEDICAL/LIFE INSURANCE	-	420	325	212	325	325
100-3100-020-51-2102	HEALTH INSURANCE	-	20,755	24,940	12,370	17,915	18,161
100-3100-020-51-2200	PAYROLL TAXES	-	2,612	3,534	1,385	3,404	4,261
100-3100-020-51-2401	RETIREMENT	-	2,577	2,772	1,319	2,669	2,803
100-3100-020-51-2600	UNEMPLOYMENT	-	49	35	-	35	70
100-3100-020-51-2700	WORKMEN'S COMPENSATION	-	935	143	472	957	1,259
Total Personnel		**-**	**70,297**	**77,953**	**37,731**	**69,796**	**82,578**
100-3100-020-52-1213	GRANT CONTRACT	-	-	-	-	-	-
100-3100-020-52-2201	R&M FIRST SERV VECH MAINT	61	-	-	-	-	-
100-3100-020-52-2202	R&M - GENERAL(BUILDING)	14,070	3,862	10,500	314	10,500	10,500
100-3100-020-52-2202-1	R&M Batteries	-	-	500	-	500	500
100-3100-020-52-2203	R & M - GENERAL (EQUIPMENT)	758	1,326	8,000	-	8,000	8,000
100-3100-020-52-2203-1	R & M MOTORLA CONTRACT #	116,289	160,562	166,000	-	190,000	190,000
100-3100-020-52-2208	COMPUTER MAINT. AGRMNTS	-	-	26,500	1,110	26,500	26,500
100-3100-020-52-2211	COVID RELATED EXPENSES	5,810	21,134	-	5,805	-	-
100-3100-020-52-3101	PROPERTY INSURANCE	318	566	350	581	700	600
100-3100-020-52-3102	AUTO,TRK,EQ-INSURANCE	2,149	2,523	2,150	2,534	3,000	2,600
100-3100-020-52-3103	PROF/GEN/LAW LIAB/INS	-	334	-	369	-	400
100-3100-020-52-3201	TELEPHONE	2,938	4,432	4,290	2,217	4,290	4,290
100-3100-020-52-3701	PER DIEM & TRAVEL	3,572	816	1,000	107	1,000	1,000
100-3100-020-52-3702	TRAINING SCHOOLS & SEMINA	-	-	350	-	750	750
100-3100-020-52-3705	MEMBERSHIP DUES	-	75	100	75	100	100
Total Services		**145,964**	**195,630**	**219,740**	**13,113**	**245,340**	**245,240**
100-3100-020-53-1101	OFFICE SUPPLIES	281	959	2,000	28	2,000	2,000
100-3100-020-53-1102	OPERATING SUPPLIES	1,248	2,573	2,500	812	2,500	2,500
100-3100-020-53-1104	POSTAGE	-	-	75	-	-	-
100-3100-020-53-1210	UTILITIES	19,808	20,062	18,000	9,001	19,000	21,065
100-3100-020-53-1270	GAS & DIESEL FUEL	1,829	767	2,530	682	2,600	3,900
100-3100-020-53-1701	UNIFORMS	806	306	500	-	500	500
Total Supplies		**23,971**	**24,666**	**25,605**	**10,523**	**26,600**	**29,965**
100-3100-020-54-2201	AUTOS & TRUCKS	-	-	28,390	-	35,000	28,000
100-3100-020-54-2501	OFFICE EQUIPMENT	-	10,495	-	204	-	-
100-3100-020-54-2502	OTHER EQUIPMENT	-	1,410	28,000	-	28,000	-
Total Capital		**-**	**11,904**	**56,390**	**204**	**63,000**	**28,000**
100-3100-020-58-1200	CAPITAL LEASE PRINCIPAL	-	-	5,944	-	6,600	6,600
Total Other		-	-	5,944	-	6,600	6,600
Total Appropriations		**169,936**	**302,498**	**385,631**	**61,571**	**411,336**	**392,383**

020 - EEMA - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	235,134
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	110,088
	OTHER GENERAL REVENUES	-	-	-	-	-	47,162
	COMBINED REVENUES PRIOR YEAR	169,936	302,498	385,631	61,571	-	-
Total Revenues		**169,936**	**302,498**	**385,631**	**61,571**	**-**	**392,383**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

020 - EEMA - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	EMERGENCY MANAGEMENT COORD		1				**1**
	EMA SPECIALIST TEMP				1		**1**
Total Personnel		**0**	**1**	**0**	**1**		**2**

021 - Facilities Maintenance - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
100-1565-021-51-1100	SALARIES	237,705	245,619	271,345	135,045	314,683	315,598
100-1565-021-51-1101	RAISES	-	-	-	-	-	14,831
100-1565-021-51-1300	OVERTIME	1,091	1,262	782	702	-	-
100-1565-021-51-2101	MEDICAL/LIFE INSURANCE	2,127	2,728	2,600	1,234	2,925	2,925
100-1565-021-51-2102	HEALTH INSURANCE	77,790	95,011	128,814	53,166	151,817	153,888
100-1565-021-51-2200	PAYROLL TAXES	16,551	17,518	20,818	9,865	24,073	25,278
100-1565-021-51-2401	RETIREMENT	12,317	13,921	16,328	7,553	18,881	19,826
100-1565-021-51-2600	UNEMPLOYMENT	300	346	281	53	316	316
100-1565-021-51-2700	WORKMEN'S COMPENSATION	5,473	5,751	8,361	3,174	10,259	10,309
Total Personnel		**353,354**	**382,154**	**449,329**	**210,791**	**522,954**	**542,971**
100-1565-021-52-1101	CONSULTANT	-	-	100,000	-	-	-
100-1565-021-52-1211	MOWING & LAWNCARE	-	-	-	-	-	-
100-1565-021-52-1306	PEST CONTROL	5,770	4,239	6,000	1,875	4,000	4,000
100-1565-021-52-2202	R&M - GENERAL(BUILDING)	157,042	143,495	160,000	79,676	160,000	160,000
100-1565-021-52-2203	R & M - GENERAL (EQUIPMENT)	180	-	-	-	-	-
100-1565-021-52-2211	COVID RELATED EXPENSES	-	250	-	-	-	-
100-1565-021-52-3101	PROPERTY INSURANCE	32,721	39,441	33,000	42,990	42,990	43,000
100-1565-021-52-3102	AUTO,TRK,EQ-INSURANCE	3,781	5,293	3,800	5,251	5,251	5,300
100-1565-021-52-3103	PROF/GEN/LAW LIAB\INSURAN	2,187	1,786	2,200	2,128	2,128	2,200
100-1565-021-52-3201	TELEPHONE	40,668	32,943	35,000	15,425	-	35,000
Total Services		**242,348**	**227,447**	**340,000**	**147,345**	**214,369**	**249,500**
100-1565-014-53-1210-5	UTILITIES - 109 GOSHEN CMML PR	-	-	-	-	-	-
100-1565-021-53-1101	OFFICE SUPPLIES	391	629	500	172	250	500
100-1565-021-53-1102	OPERATING SUPPLIES	8,335	13,387	8,000	4,721	6,000	6,000
100-1565-021-53-1103	JANITORIAL SUPPLIES	11,223	12,801	13,000	9,291	15,250	15,250
100-1565-021-53-1210	UTILITIES	308,014	320,781	300,000	149,229	300,000	336,820
100-1565-021-53-1240	DISPOSAL ROLLOFFS	3,606	4,369	3,300	1,120	2,400	2,400
100-1565-021-53-1270	GAS & DIESEL FUEL	6,780	7,957	7,820	3,958	8,000	12,000
Total Supplies		**338,348**	**359,924**	**332,620**	**168,492**	**331,900**	**372,970**
100-1565-021-54-1306	ADMINISTRATIVE BUILDING PROJECTS	-	758,839	203,000	335,341	145,000	-
100-1565-021-54-2201	AUTOS & TRUCKS	-	-	132,748	4,588	102,000	102,000
100-1565-021-54-2502	OTHER EQUIPMENT	-	2,200	10,000	-	43,000	15,000
Total Capital		**-**	**761,038**	**345,748**	**339,929**	**290,000**	**117,000**
100-1565-021-58-1200	CAPITAL LEASE PRINCIPAL	-	-	26,567	2,262	42,117	42,117
100-1565-021-58-2200	CAPITAL LEASE INTEREST	-	-	-	81	-	-
Total Other		-	-	26,567	2,344	42,117	42,117
Total Appropriations		**934,051**	**1,730,563**	**1,494,264**	**868,900**	**1,401,341**	**1,324,559**

021 - Facilities Maintenance - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	770,844
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	360,904
	OTHER GENERAL REVENUES	-	-	-	-	-	154,611
	COMBINED REVENUES PRIOR YEAR	870,710	1,664,424	1,426,564	821,075	-	-
100-38-1005	LEASES AND RENT	20,700	20,700	20,700	12,075	-	20,700
100-38-1005-1	LEASES AND RENT CROWN COMMUNIC	17,418	17,418	17,000	17,418	-	17,500
100-38-1009	OMNIFLIGHT REVENUE	25,223	28,021	30,000	18,331	-	-
Total Revenues		**934,051**	**1,730,563**	**1,494,264**	**868,900**	**-**	**1,324,559**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

021 - Facilities Maintenance - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT		Total
CUSTODIAN			3			**3**
FACILITIES PLANNER			1			**1**
FACILITIES MAINTENANCE SUPERVISOR		1				**1**
MAINTENANCE WORKER			3			**3**
SENIOR LEVEL CUSTODIAN			1			**1**
Total Personnel	**0**	**1**	**8**	**0**		**9**

022 - Animal Shelter - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
100-3910-022-51-1100	SALARIES	91,262	89,903	107,718	50,345	128,918	115,315
100-3910-022-51-1101	RAISES	-	-	-	-	-	1,669
100-3910-022-51-1300	OVERTIME	746	267	-	1,101	-	1,079
100-3910-022-51-2101	MEDICAL/LIFE INSURANCE	606	677	650	318	650	650
100-3910-022-51-2102	HEALTH INSURANCE	17,878	11,702	24,191	6,832	24,663	24,988
100-3910-022-51-2200	PAYROLL TAXES	6,952	6,768	8,240	3,762	9,862	9,032
100-3910-022-51-2401	RETIREMENT	4,078	3,225	1,190	1,757	4,470	4,574
100-3910-022-51-2600	UNEMPLOYMENT	130	198	176	58	176	176
100-3910-022-51-2700	WORKMEN'S COMPENSATION	810	761	851	410	1,018	885
Total Personnel		**122,462**	**113,501**	**143,016**	**64,582**	**169,758**	**158,368**
100-3910-022-52-1101	CONSULTANT	-	-	-	101	-	-
100-3910-022-52-1102	APPEAL BOARD	-	-	-	2,577	-	-
100-3910-022-52-1213	GRANT CONTRACT	9,253	3,557	-	-	-	-
100-3910-022-52-1303	COMPUTER SERVICES	-	-	500	-	500	-
100-3910-022-52-1306	PEST CONTROL	694	1,419	2,358	240	2,500	2,500
100-3910-022-52-2202	R & M - GENERAL(BUILDING)	9,299	7,052	10,000	111	12,000	10,000
100-3910-022-52-2321	OPERATING LEASES/RENTAL COPIER	1,722	1,981	2,000	982	2,000	2,000
100-3910-022-52-3001-5	NEW DONATIONS BANK ACCOUNT	-	331	6,500	1,069	-	-
100-3910-022-52-3101	PROPERTY INSURANCE	465	561	500	590	600	600
100-3910-022-52-3102	AUTO,TRK,EQ - INSURANCE	1,512	1,764	1,520	1,750	1,750	1,750
100-3910-022-52-3103	PROF/GEN/LAW LIAB\INSURAN	726	648	750	677	750	700
100-3910-022-52-3201	TELEPHONE	2,690	2,834	3,000	1,285	3,000	3,000
100-3910-022-52-3301	ADVERTISEMENT	-	-	200	-	200	200
100-3910-022-52-3810	VETERINARIAN SERVICES	22,789	15,563	25,000	8,921	25,000	60,000
100-3910-022-52-3811	DEPT OF AG GRANT	-	4,435	-	-	-	-
100-3910-022-52-3901	MEDICAL	7,402	126	20,000	-	35,000	-
100-3910-022-52-3910	VACCINES	6,025	2,851	7,300	687	7,000	-
Total Services		**62,576**	**43,123**	**79,628**	**18,992**	**90,300**	**80,750**
100-3910-022-53-1101	OFFICE SUPPLIES	654	15	1,000	-	1,000	1,000
100-3910-022-53-1102	OPERATING SUPPLIES	14,508	9,496	15,000	2,532	15,000	15,000
100-3910-022-53-1103	JANITORIAL SUPPLIES	3,221	4,401	4,000	1,729	5,000	5,000
100-3910-022-53-1104	POSTAGE	55	59	200	-	200	200
100-3910-022-53-1105	PETCO GRANT	-	16,023	-	6,207	-	-
100-3910-022-53-1106	BEST FRIENDS / RACHEL RAY	-	5,460	-	2,335	-	-
100-3910-022-53-1109	CLOTHING,BEDDING,ETC.	-	70	-	-	-	-
100-3910-022-53-1210	UTILITIES	12,029	10,651	10,000	5,553	10,000	11,183
100-3910-022-53-1270	GAS & DIESEL FUEL	907	435	800	250	800	800
100-3910-022-53-1701	UNIFORMS	350	157	500	-	500	500
Total Supplies		**31,724**	**46,767**	**31,500**	**18,606**	**32,500**	**33,683**
100-3910-022-54-1210	CONSTRUCTION	-	-	-	-	37,000	-
100-3910-022-54-2201	AUTOS & TRUCKS	-	-	51,232	-	51,232	34,000
Total Capital		**-**	**-**	**51,232**	**-**	**88,232**	**34,000**
100-3910-022-58-1200	CAPITAL LEASE PRINCIPAL	-	-	10,278	-	10,300	13,625
Total Other		-	-	10,278	-	10,300	13,625
Total Appropriations		**216,762**	**203,391**	**315,654**	**102,181**	**391,090**	**320,426**

022 - Animal Shelter - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	177,931
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	83,306
	OTHER GENERAL REVENUES	-	-	-	-	-	35,688
	COMBINED REVENUES PRIOR YEAR	177,781	151,726	275,204	95,043	-	-
100-34-6101	ANIMAL CONTROL FINES	3,425	2,965	7,000	875	-	3,000
100-34-6102	ANIMAL CONTOL\RABIES VAC	6,135	6,440	5,700	1,825	-	6,000
100-34-6103	ANIMAL CONTROL/ADOPT-A-THON	12,639	7,840	11,500	3,680	-	11,500
100-34-6103-5	ANIMAL CONTROL NEW DONATIONS B	1,782	2,420	3,700	758	-	3,000
100-34-6105	Animal Control - Misc. Revenue	-	-	50	-	-	-
100-37-1003	PETCO GRANT	15,000	20,000	-	-	-	-
100-37-1006	BEST FRIENDS / RACHEL RAY GRANT	-	7,000	12,500	-	-	-
100-33-4141	GA DEPT. OF AG ANIMAL CONTROL	-	5,000	-	-	-	-
Total Revenues		**216,762**	**203,391**	**315,654**	**102,181**	**-**	**320,426**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

022 - Animal Shelter - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT			Total
	ANIMAL SHELTER MANAGER		1					163
	KENNEL ASSISTANT			1	3			
Total Personnel		**0**	**1**	**1**	**3**			**5**

026 - DFCS - Appropriations

GL Account	GL Name	2020	2021	2022	12/31/21	2023	23
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
100-5460-026-52-1306	PEST CONTROL	480	305	480	150	480	480
100-5460-026-52-2131	JANITOR	12,685	15,400	15,300	8,250	15,300	16,500
100-5460-026-52-2202	R & M - GENERAL(BUILDING)	2,182	1,215	1,000	1,921	1,000	1,000
100-5460-026-52-2204	R & M - GENERAL(GROUNDS)	-	-	1,000	-	1,000	1,000
Total Services		**15,347**	**16,920**	**17,780**	**10,321**	**17,780**	**18,980**
100-5460-026-53-1103	JANITORIAL SUPPLIES	2,006	1,014	2,500	442	2,500	2,500
100-5460-026-53-1210	UTILITIES	16,523	16,400	17,000	7,372	17,000	17,220
Total Supplies		**18,529**	**17,414**	**19,500**	**7,814**	**19,500**	**19,720**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
100-5460-026-57-2001	BUDGET REQUEST	34,500	34,500	34,500	17,250	34,500	34,500
Total Other		34,500	34,500	34,500	17,250	34,500	34,500
Total Appropriations		**68,376**	**68,835**	**71,780**	**35,385**	**71,780**	**73,200**

026 - DFCS - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	11,074
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	5,185
	OTHER GENERAL REVENUES	-	-	-	-	-	2,221
	COMBINED REVENUES PRIOR YEAR	(8,695)	(8,236)	-	(3,150)	-	-
100-33-5005	DHR(DFCS)IN LIEU OF RENT	77,071	77,071	71,780	38,535	-	54,720
Total Revenues		**68,376**	**68,835**	**71,780**	**35,385**	**-**	**73,200**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

026 - DFCS - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

028 - UGA Extension - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
100-7130-028-51-1100	SALARIES	100,128	110,401	109,108	58,846	-	-
100-7130-028-51-1101	RAISES	-	-	-	-	-	-
100-7130-028-51-1300	OVERTIME	-	-	-	-	-	-
100-7130-028-51-2101	MEDICAL/LIFE INSURANCE	223	277	325	153	-	-
100-7130-028-51-2102	HEALTH INSURANCE	9,259	10,811	12,206	6,003	-	-
100-7130-028-51-2200	PAYROLL TAXES	7,582	8,484	8,347	4,502	-	-
100-7130-028-51-2401	RETIREMENT	15,458	16,835	16,323	9,120	-	-
100-7130-028-51-2600	UNEMPLOYMENT	102	206	211	24	-	-
100-7130-028-51-2700	WORKMENS COMPENSATION	133	130	162	62	-	-
Total Personnel		**132,885**	**147,144**	**146,682**	**78,709**	**-**	**-**
100-7130-028-52-1101	CONSULTANT	2,000	1,000	-	-	175,000	175,000
100-7130-028-52-1306	PEST CONTROL	25	-	-	-	-	-
100-7130-028-52-2131	JANITOR	7,849	8,190	-	3,413	-	-
100-7130-028-52-2204	R & M - GENERAL(GROUNDS)	4,528	-	-	-	-	-
100-7130-028-52-2310	RENT	21,000	21,000	6,000	10,500	-	-
100-7130-028-52-2321	OPERATING LEASES/RENTAL	2,134	2,244	2,300	1,126	-	2,300
100-7130-028-52-3101	PROPERTY INSURANCE	6	7	500	7	500	100
100-7130-028-52-3102	AUTO,TRK,EQ-INSURANCE	1,512	1,764	1,530	1,750	1,750	1,750
100-7130-028-52-3103	PROF/GEN/LAW LIAB\INSURAN	963	676	1,000	695	1,000	-
100-7130-028-52-3201	TELEPHONE	2,761	2,092	1,900	881	1,900	1,900
100-7130-028-52-3701	PER DIEM & TRAVEL	-	-	2,000	551	2,000	2,000
100-7130-028-52-3702	TRAINING SCHOOLS & SEMINA	4,471	1,336	2,000	3,130	4,000	4,000
100-7130-028-52-3705	MEMBERSHIP DUES	1,363	935	1,600	729	1,200	1,200
Total Services		**48,611**	**39,245**	**18,830**	**22,781**	**187,350**	**188,250**
100-7130-028-53-1101	OFFICE SUPPLIES	2,451	3,485	3,000	2,224	3,500	3,500
100-7130-028-53-1102	OPERATING SUPPLIES	30	60	1,000	138	1,500	1,500
100-7130-028-53-1104	POSTAGE	35	19	100	-	100	100
100-7130-028-53-1105	ACCG Grant	-	-	-	-	-	-
100-7130-028-53-1112	4-H SUPPLIES	11,137	11,625	12,000	5,832	12,000	12,000
100-7130-028-53-1210	UTILITIES	777	-	-	-	-	-
100-7130-028-53-1270	GAS & DIESEL FUEL	1,892	1,149	2,750	1,001	2,500	2,500
Total Supplies		**16,322**	**16,338**	**18,850**	**9,194**	**19,600**	**19,600**
100-7130-028-54-2201	AUTOS & TRUCKS	-	-	25,210	-	-	34,000
Total Capital		**-**	**-**	**25,210**	**-**	**-**	**34,000**
100-7130-028-58-1200	CAPITAL LEASE PRINCIPAL	-	-	5,018	-	7,800	7,800
Total Other		-	-	5,018	-	7,800	7,800
Total Appropriations		**197,818**	**202,726**	**214,589**	**110,683**	**214,750**	**249,650**

028 - UGA Extension - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	149,601
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	70,042
	OTHER GENERAL REVENUES	-	-	-	-	-	30,006
	COMBINED REVENUES PRIOR YEAR	197,818	202,726	195,589	110,683	-	-
100-33-4139	UGA EXTENSION 4-H PERSONNEL	-	-	19,000	-	-	-
Total Revenues		**197,818**	**202,726**	**214,589**	**110,683**	**-**	**249,650**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

028 - UGA Extension - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

032 - Congregate Meals - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
100-5520-032-51-1100	SALARIES	84,838	78,894	89,220	45,522	96,595	96,595
100-5520-032-51-1101	RAISES	-	-	-	-	-	4,830
100-5520-032-51-1300	OVERTIME	30	59	-	133	-	-
100-5520-032-51-2101	MEDICAL/LIFE INSURANCE	728	890	650	419	650	650
100-5520-032-51-2102	HEALTH INSURANCE	18,179	21,380	24,191	11,879	37,846	38,368
100-5520-032-51-2200	PAYROLL TAXES	6,232	6,342	6,825	3,454	7,390	7,759
100-5520-032-51-2401	RETIREMENT	4,003	3,754	5,353	2,173	5,796	6,085
100-5520-032-51-2600	UNEMPLOYMENT	70	99	70	-	70	70
100-5520-032-51-2700	WORKMEN'S COMPENSATION	609	592	669	342	724	751
Total Personnel		**114,689**	**112,010**	**126,979**	**63,922**	**149,071**	**155,108**
100-5520-032-52-1306	PEST CONTROL	270	360	980	240	-	980
100-5520-032-52-2202	R & M - GENERAL(BUILDING)	6,592	6,879	7,000	1,648	-	7,000
100-5520-032-52-2321	OPERATING LEASES/RENTAL COPIER	1,200	2,021	1,200	995	-	1,200
100-5520-032-52-2321-1	OPERATING LEASES/RENTAL OTHER	-	-	-	-	-	-
100-5520-032-52-3101	PROPERTY INSURANCE	1,121	1,351	1,150	1,420	-	1,500
100-5520-032-52-3103	PROF/GEN/LAW LIAB\INSURAN	704	566	720	601	-	700
100-5520-032-52-3201	TELEPHONE	2,913	3,178	3,140	1,578	-	3,140
Total Services		**12,800**	**14,355**	**14,190**	**6,483**	**-**	**14,520**
100-5520-032-53-1101	OFFICE SUPPLIES	1,574	1,575	2,500	1,207	2,500	2,500
100-5520-032-53-1103	JANITORIAL SUPPLIES	3,622	1,527	4,200	2,119	4,200	4,200
100-5520-032-53-1210	UTILITIES	20,444	18,257	21,000	9,461	-	19,170
100-5520-032-53-1301	GROCERIES	26,811	-	36,000	-	-	36,000
100-5520-032-53-1602	CRC MINI GRANT	6,000	-	-	3,798	-	-
Total Supplies		**58,451**	**21,360**	**63,700**	**16,585**	**6,700**	**61,870**
100-5520-032-54-2501	OFFICE EQUIPMENT	-	-	-	-	-	-
100-5520-032-54-2502	OTHER EQUIPMENT	-	-	-	-	20,000	20,000
Total Capital		**-**	**-**	**-**	**-**	**20,000**	**20,000**
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		**185,939**	**147,725**	**204,869**	**86,990**	**175,771**	**251,498**

032 - Congregate Meals - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	97,376
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	45,591
	OTHER GENERAL REVENUES	-	-	-	-	-	19,531
	COMBINED REVENUES PRIOR YEAR	125,450	136,849	115,869	85,685	-	-
100-33-1111	TITLE III C1 CONGREGATE-FED #9	29,491	-	60,000	-	-	60,000
100-33-1112	AOA NSIP (USDA) CONGREGATE #93	10,228	1,349	13,000	-	-	13,000
100-33-4111	TITLE III C1 CONGREG-STATE #93	5,990	-	-	547	-	-
100-33-4130	CRC SENIOR CENTER MINI GRANT	6,223	-	-	-	-	-
100-33-4164	CBS CONGREGATE MEALS	7,137	3,260	9,000	-	-	9,000
100-37-1002	SENIOR MEAL DONATIONS	1,420	1,668	1,000	758	-	1,000
100-33-1157	FFCRA CONGREGATE MALS	-	4,599	6,000	-	-	6,000
Total Revenues		**185,939**	**147,725**	**204,869**	**86,990**	**-**	**251,498**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

032 - Congregate Meals - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	SENIOR CENTER ASSISTANT DIRECTOR		1				**1**
	SENIOR CENTER DIRECTOR		1				**1**
Total Personnel		**0**	**2**	**0**	**0**		**2**

033 - Home Delivered Meals - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Bud 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
100-5510-033-52-3500	AUTO ALLOWANCE HM DLV MEA	27,085	29,838	30,000	12,862	-	30,000
Total Services		**27,085**	**29,838**	**30,000**	**12,862**	**-**	**30,000**
100-5510-033-53-1102	OPERATING SUPPLIES	-	-	150	-	-	-
100-5510-033-53-1301	GROCERIES	53,469	70,529	105,350	40,032	-	105,350
Total Supplies		**53,469**	**70,529**	**105,500**	**40,032**	**-**	**105,350**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**80,554**	**100,367**	**135,500**	**52,894**	**-**	**135,350**

033 - Home Delivered Meals - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(26,480)	(14,051)	-	49,730	-	-
100-33-1110	AoA NSIP (STATE) HOME DLVRD ME	17,220	23,843	17,000	-	-	16,850
100-33-1113	TITLE III C2 HDM-FED #93.045	65,223	48,828	92,000	-	-	92,000
100-33-1115	AOA NSIP (USDA) HDM #93.053	-	-	4,000	-	-	4,000
100-33-4112	TITLE III C2 HDM-STATE #93.045	9,161	9,247	5,500	3,164	-	5,500
100-33-4116	CBS HOME DELIVERED MEAL	15,429	19,053	11,000	-	-	11,000
100-33-1156	FFCRA HDM MEALS	-	13,447	6,000	-	-	6,000
Total Revenues		**80,554**	**100,367**	**135,500**	**52,894**	**-**	**135,350**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

033 - Home Delivered Meals - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

040 - Family Connection - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
100-5506-040-52-1101	CONSULTANT	48,300	46,300	48,000	23,275	-	52,500
Total Services		**48,300**	**46,300**	**48,000**	**23,275**	**-**	**52,500**
100-5506-040-53-1102	OPERATING SUPPLIES	1,700	5,498	2,000	698	-	2,000
Total Supplies		**1,700**	**5,498**	**2,000**	**698**	**-**	**2,000**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**50,000**	**51,798**	**50,000**	**23,973**	**-**	**54,500**

040 - Family Connection - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	2,697
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	1,263
	OTHER GENERAL REVENUES	-	-	-	-	-	541
	COMBINED REVENUES PRIOR YEAR	1,700	3,100	-	11,700	-	-
100-33-4120	FAMILY CONNECTION GRANT	48,300	48,698	50,000	12,273	-	50,000
Total Revenues		**50,000**	**51,798**	**50,000**	**23,973**	**-**	**54,500**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

040 - Family Connection - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

051 - Other Agencies - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
100-7520-051-54-1200	JOINT IDA PROJECT	-	-	-	-	4,000,000	4,000,000
Total Capital		**-**	**-**	**-**	**-**	**4,000,000**	**4,000,000**
100-4220-051-57-2020	CITY OF RINCON - EXCISE TAX	56,721	63,054	70,000	49,796	84,000	84,000
100-4220-051-57-2021	CITY OF GUYTON - EXCISE TAX	10,532	11,708	15,000	9,246	16,000	16,000
100-4220-051-57-2022	CITY OF SPRINGFIELD - EXCISE T	19,095	21,227	25,000	12,979	25,000	25,000
100-5110-051-57-2003	VICTIM WITNESS PROGRAM	29,541	25,564	30,000	7,763	30,000	30,000
100-5110-051-57-2010	HEALTH DEPT BUDGET REQUEST	264,267	265,000	265,000	132,500	265,000	265,000
100-5110-051-57-2015	TRANSPORTATION	50,243	44,485	57,000	17,621	50,000	50,000
100-6510-051-57-2009	LIBRARY	639,500	660,000	679,800	339,900	748,045	748,045
100-7520-051-57-2011	CHAMBER OF COMMERCE	-	4,500	4,500	2,250	4,500	4,500
100-7140-051-57-1000	FORESTRY STIPEND	-	-	3,600	1,200	14,400	14,400
100-7520-051-57-2021	GA'S CIVIL WAR HERITAGE TRAILS INC	-	500	500	-	500	500
100-3800-051-61-1005	OPERATING XFER OUT (E-911)	-	-	191,013	-	352,398	352,398
100-5520-051-61-1000	OPERATING XFER OUT (SR. ACTIVITIES)	-	-	126,894	-	-	-
100-4205-051-61-1010	OPERATING XFER OUT (SPEC TAX DIST)	-	1,445,177	906,000	-	906,000	906,000
100-4310-051-61-1004	OPERATING XFER OUT (LANDFILL)	66,000	64,100	65,490	-	67,687	67,687
Total Other		1,135,899	2,605,315	2,439,797	573,255	2,563,530	2,563,530
Total Appropriations		**1,135,899**	**2,605,315**	**2,439,797**	**573,255**	**6,563,530**	**6,563,530**

051 - Other Agencies - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	3,917,581
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	1,834,185
	OTHER GENERAL REVENUES	-	-	-	-	-	785,764
	COMBINED REVENUES PRIOR YEAR	1,106,358	2,579,751	2,409,797	563,520	-	-
100-35-1203	VICTIM WITNESS PROGRAM	29,541	25,564	30,000	9,736	-	26,000
Total Revenues		**1,135,899**	**2,605,315**	**2,439,797**	**573,255**	**-**	**6,563,530**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

051 - Other Agencies - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

053 - Probation - Appropriations

GL Account	GL Name	2020	2021	2022	12/31/21	2023	3
100-3450-053-51-1100	SALARIES	169,261	171,775	175,642	70,214	162,781	162,781
100-3450-053-51-1101	RAISES	-	-	-	-	-	8,139
100-3450-053-51-1300	OVERTIME	993	82	-	149	-	-
100-3450-053-51-2101	MED/LIFE INSURANCE	1,585	1,947	1,300	661	1,300	1,300
100-3450-053-51-2102	HEALTH INSURANCE	42,993	42,097	54,055	25,180	67,741	68,666
100-3450-053-51-2200	PAYROLL TAXES	12,398	12,874	13,437	5,257	12,453	13,075
100-3450-053-51-2401	RETIREMENT	9,146	9,723	10,539	3,956	9,767	10,255
100-3450-053-51-2600	UNEMPLOYMENT	140	188	141	-	141	141
100-3450-053-51-2700	WORKMEN'S COMPENSATION	2,890	2,713	2,621	1,040	2,291	2,330
Total Personnel		**239,407**	**241,399**	**257,734**	**106,456**	**256,473**	**266,687**
100-3450-053-52-1306	PEST CONTROL	210	135	510	90	-	200
100-3450-053-52-2202	R & M - GENERAL(BUILDING)	1,214	500	1,500	-	-	-
100-3450-053-52-2208	COMPUTER MAINT. AGREEMENTS	2,400	2,400	4,800	2,700	3,000	3,000
100-3450-053-52-2321	OPERATING LEASES/RENTAL COPIER	1,881	1,981	2,000	982	2,000	2,000
100-3450-053-52-2321-2	ALARM MONITORING	370	-	500	-	-	-
100-3450-053-52-2321-3	CONTRACT ANKLE BRACLET MONITOR	4,618	219	-	-	-	-
100-3450-053-52-3101	PROPERTY INSURANCE	195	234	200	246	-	250
100-3450-053-52-3103	PROF/GEN/LAW LIAB/INS	1,527	1,203	1,530	1,221	1,530	1,300
100-3450-053-52-3102	AUTO,TRK,EQ - INSURANCE	-	-	-	-	-	-
100-3450-053-52-3201	TELEPHONE	1,336	3,087	3,100	1,402	3,100	3,100
100-3450-053-52-3701	PER DIEM & TRAVEL	415	-	500	-	500	500
100-3450-053-52-3705	MEMBERSHIP DUES	100	108	600	-	600	600
100-3450-053-52-3915	BACKGROUND CHECKS	-	33	35	-	35	35
Total Services		**14,266**	**9,901**	**15,275**	**6,641**	**10,765**	**10,985**
100-3450-053-53-1101	OFFICE SUPPLIES	1,396	1,345	3,000	429	3,000	3,000
100-3450-053-53-1104	POSTAGE	110	989	200	-	200	200
100-3450-053-53-1210	UTILITIES	3,880	2,536	4,000	477	-	2,663
100-3450-053-53-1270	GAS & DIESEL FUEL	10	-	100	-	100	100
Total Supplies		**5,395**	**4,871**	**7,300**	**906**	**3,300**	**5,963**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**259,068**	**256,171**	**280,309**	**114,003**	**270,538**	**283,635**

053 - Probation - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	41,129
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	19,256
	OTHER GENERAL REVENUES	-	-	-	-	-	8,249
	COMBINED REVENUES PRIOR YEAR	3,723	90,915	63,809	61,151	-	-
100-34-1121	PROBATION FEES	123,166	80,356	109,000	23,639	-	109,000
100-34-1122	PROBATION FEE ANKLE MONITORING	6,000	-	1,500	-	-	-
100-35-1121	PRE-TRIAL DIVERSION FEES	126,179	84,900	106,000	29,214	-	106,000
Total Revenues		**259,068**	**256,171**	**280,309**	**114,003**	**-**	**283,635**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

053 - Probation - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT		Total
ADMINISTRATIVE ASSISTANT			1			**1**
CHIEF PROBATION OFFICER		1				**1**
PROBATION OFFICER			2			**2**
Total Personnel	**0**	**1**	**3**	**0**		**4**

058 - Coroner - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Adopted 2023
100-3700-058-51-2102	HEALTH INSURANCE	8,905	4,724	10,785	-	11,134	11,296
Total Personnel		**8,905**	**4,724**	**10,785**	**-**	**11,134**	**11,296**
100-3700-058-52-2208	COMPUTER MAINT AGREEMENT	-	-	150	-	150	150
100-3700-058-52-3102	AUTO,TRK,EQ - INSURANCE	-	-	880	-	880	880
100-3700-058-52-3201	TELEPHONE	1,472	1,547	2,000	717	2,000	2,000
100-3700-058-52-3500	AUTO ALLOWANCE	3,300	3,300	-	1,650	4,200	4,200
100-3700-058-52-3609	CORONER FEES	27,125	27,825	29,750	17,675	32,725	32,725
100-3700-058-52-3616	REMOVAL (FUNERAL HOME)	10,000	8,061	16,000	3,805	16,000	16,000
100-3700-058-52-3701	PER DIEM & TRAVEL	2,828	2,818	3,000	1,747	3,500	3,500
100-3700-058-52-3702	TRAINING SCHOOLS & SEMINARS	1,080	1,080	1,100	720	1,400	2,100
100-3700-058-52-3705	MEMBERSHIP DUES	-	-	300	-	480	480
100-3700-058-52-3909	PAUPER'S FUNERAL	1,000	-	3,300	2,200	4,400	4,400
Total Services		**46,805**	**44,631**	**56,480**	**28,514**	**65,735**	**66,435**
100-3700-058-53-1101	OFFICE SUPPLIES	500	1,496	1,500	357	1,650	1,650
100-3700-058-53-1102	OPERATING SUPPLIES	1,941	2,660	3,500	2,119	3,850	3,850
100-3700-058-53-1104	POSTAGE	-	55	100	-	100	-
Total Supplies		**2,441**	**4,211**	**5,100**	**2,476**	**5,600**	**5,500**
100-3700-058-54-2201	AUTOS & TRUCKS	-	-	32,721	-	65,000	43,000
100-3700-058-54-2502	OTHER EQUIP	-	-	8,200	-	8,200	8,200
Total Capital		**-**	**-**	**40,921**	**-**	**73,200**	**51,200**
100-3700-058-58-1200	CAPITAL LEASE PRINCIPAL	-	-	6,597	-	6,597	11,400
Total Other		-	-	6,597	-	6,597	11,400
Total Appropriations		**58,150**	**53,566**	**119,882**	**30,991**	**162,265**	**145,831**

058 - Coroner - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	87,388
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	40,915
	OTHER GENERAL REVENUES	-	-	-	-	-	17,528
	COMBINED REVENUES PRIOR YEAR	58,150	53,566	119,882	30,991	-	-
Total Revenues		**58,150**	**53,566**	**119,882**	**30,991**	**-**	**145,831**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

058 - Coroner - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	CORONER				1		**1**
Total Personnel		**0**	**0**	**0**	**1**		**1**

060 - Vehicle Maintenance - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Adopted 2023
Total Personnel		-	-	-	-	-	-
100-1500-060-52-2200	VEHIC MAINT - MAGISTRATE	1,739	3,300	2,000	525	2,800	2,800
100-1500-060-52-2201	VEHIC MAINT - COMMISSIONERS	1,067	328	1,000	1,733	2,000	2,000
100-1500-060-52-2202	VEHIC MAINT - TAX ASSESSORS	7,626	5,586	4,000	1,107	7,200	7,200
100-1500-060-52-2203	VEHIC MAINT - TAX COMM	290	578	700	-	1,500	1,500
100-1500-060-52-2204	VEHIC MAINT - FACILITIES MAINT	7,174	11,144	3,000	3,626	15,000	15,000
100-1500-060-52-2205	VEHIC MAINT - PRISON	18,142	17,333	10,000	11,742	20,000	20,000
100-1500-060-52-2206	VEHIC MAINT - SHERIFF	260,318	331,856	200,000	139,633	280,000	200,000
100-1500-060-52-2207	VEHIC MAINT - EMS	110,314	149,995	75,000	82,224	120,000	120,000
100-1500-060-52-2208	VEHIC MAINT - ANIMAL SHELTER	745	1,768	1,000	1,354	3,000	3,000
100-1500-060-52-2209	VEHIC MAINT - UGA EXTENSION	691	1,847	2,800	496	2,800	2,800
100-1500-060-52-2210	VEHIC MAINT - FLEET	7,628	4,500	7,500	3,104	7,500	7,500
100-1500-060-52-2211	VEHIC MAINT - POOL	-	-	1,000	-	-	-
100-1500-060-52-2212	VEHIC MAINT - ELECTIONS	-	-	1,000	628	1,500	1,500
100-1500-060-52-2213	VEHIC MAINT - EMA	4	613	1,000	-	1,500	1,500
100-1500-060-52-2214	VEHIC MAINT - FINANCE	542	836	-	-	1,500	1,500
100-1500-060-52-2215	VEHIC MAINT - SOLICITOR	227	615	1,000	-	1,500	1,500
100-1500-060-52-2216	VEHIC MAINT - HR	-	-	1,000	-	-	-
100-1500-060-52-3102	Auto,Trk,EQ Insurance	1,512	882	1,520	875	-	-
Total Services		**418,019**	**531,180**	**313,520**	**247,049**	**467,800**	**387,800**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
100-1500-060-54-2201	AUTOS & TRUCKS	-	-	31,640	-	34,000	34,000
100-1500-060-54-2502	OTHER EQUIPMENT	8,600	-	-	2,445	-	-
Total Capital		**8,600**	**-**	**31,640**	**2,445**	**34,000**	**34,000**
100-1500-060-58-1200	CAPITAL LEASE PRINCIPAL	-	-	6,365	-	11,400	11,400
Total Other		-	-	6,365	-	11,400	11,400
Total Appropriations		**426,619**	**531,180**	**351,525**	**249,494**	**513,200**	**433,200**

060 - Vehicle Maintenance - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	259,593
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	121,540
	OTHER GENERAL REVENUES	-	-	-	-	-	52,068
	COMBINED REVENUES PRIOR YEAR	426,619	531,180	351,525	249,494	-	-
Total Revenues		**426,619**	**531,180**	**351,525**	**249,494**	**-**	**433,200**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

060 - Vehicle Maintenance - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

062 - Inmate Medical - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
100-3326-062-52-1101	JAIL HEALTH SERVICES	124,985	203,085	209,178	122,020	209,178	209,178
100-3420-062-52-1101	PRISON HEALTH SERVICES	124,985	203,085	209,178	122,020	209,178	209,178
100-3326-062-52-2211	JAIL COVID RELATED EXPENSES	-	5,950	-	-	-	-
100-3420-062-52-2211	PRISON COVID RELATED EXPENSES	-	150	-	-	-	-
Total Services		**249,969**	**412,270**	**418,356**	**244,041**	**418,356**	**418,356**
100-3326-062-53-1102	MEDICAL BILLINGS - JAIL	150,197	133,007	150,000	77,679	150,000	150,000
100-3420-062-53-1102	MEDICAL BILLINGS - PRISON	17,438	26,198	60,000	5,507	30,000	30,000
Total Supplies		**167,635**	**159,204**	**210,000**	**83,186**	**180,000**	**180,000**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**417,604**	**571,475**	**628,356**	**327,227**	**598,356**	**598,356**

062 - Inmate Medical - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	358,562
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	167,876
	OTHER GENERAL REVENUES	-	-	-	-	-	71,918
	COMBINED REVENUES PRIOR YEAR	417,604	571,475	628,356	327,227	-	-
Total Revenues		**417,604**	**571,475**	**628,356**	**327,227**	**-**	**598,356**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

062 - Inmate Medical - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

070 - Board of Equalization - Appropriations

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
100-2900-070-51-1100	SALARIES	7,989	461	-	-	18,759	6,926
100-2900-070-51-1101	RAISES	-	-	-	-	-	346
100-2900-070-51-1300	OVERTIME	26	-	-	-	-	-
100-2900-070-51-2101	MEDICAL/LIFE INSURANCE	-	-	-	-	-	-
100-2900-070-51-2102	HEALTH INSURANCE	-	-	-	-	-	-
100-2900-070-51-2200	PAYROLL TAXES	613	35	-	-	1,435	556
100-2900-070-51-2401	RETIREMENT	-	-	-	-	-	-
100-2900-070-51-2600	UNEMPLOYMENT	25	2	-	-	35	35
100-2900-070-51-2700	WORKMENS COMPENSATION	32	2	-	-	403	164
Total Personnel		**8,685**	**499**	**-**	**-**	**20,633**	**8,029**
100-2900-070-52-1102	APPEAL BOARD	6,670	3,390	6,000	3,286	-	6,000
100-2900-070-52-3103	PROF/GEN/LAW LIAB/INS	46	35	-	-	-	-
100-2900-070-52-3301	MISCELLANEOUS	3,000	3,202	2,500	609	-	2,500
100-2900-070-52-3500	AUTO ALLOWANCE	355	-	400	-	-	-
100-2900-070-52-3702	TRAINING SCHOOL	325	119	500	102	-	500
Total Services		**10,396**	**6,746**	**9,400**	**3,997**	**-**	**9,000**
100-2900-070-53-1101	OFFICE SUPPLIES	-	-	-	298	350	350
100-2900-070-53-1104	POSTAGE	-	-	600	-	600	600
Total Supplies		**-**	**-**	**600**	**298**	**950**	**950**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**19,081**	**7,246**	**10,000**	**4,295**	**21,583**	**17,979**

070 - Board of Equalization - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	10,774
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	5,044
	OTHER GENERAL REVENUES	-	-	-	-	-	2,161
	COMBINED REVENUES PRIOR YEAR	19,081	7,246	10,000	4,295	-	-
Total Revenues		**19,081**	**7,246**	**10,000**	**4,295**	**-**	**17,979**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

070 - Board of Equalization - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	DEPUTY CLERK				1		**1**
Total Personnel		**0**	**0**	**0**	**1**		**1**

111 - County Manager - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Adopted 2023
100-1320-111-51-1100	SALARIES	-	-	331,791	150,812	305,908	431,108
100-1320-111-51-1101	RAISES	-	-	-	-	-	21,195
100-1320-111-51-1300	OVERTIME	-	-	-	345	-	-
100-1320-111-51-2101	MEDICAL/LIFE SUPPLEMENTAL	-	-	1,219	1,014	1,056	1,706
100-1320-111-51-2102	HEALTH INSURANCE	-	-	66,127	22,086	54,940	107,517
100-1320-111-51-2200	PAYROLL TAXES	-	-	25,382	9,462	23,402	34,601
100-1320-111-51-2401	RETIREMENT	-	-	19,907	8,624	18,354	27,138
100-1320-111-51-2600	UNEMPLOYMENT	-	-	176	5	141	211
100-1320-111-51-2700	WORKMEN'S COMPENSATION	-	-	1,029	469	948	1,266
Total Personnel		**-**	**-**	**445,631**	**192,817**	**404,749**	**624,743**
100-1320-111-52-1101	CONSULTANT	-	-	5,000	-	-	-
100-1320-111-52-1202	ATTORNEY & PROFESSIONAL SERVIC	-	-	100,000	-	100,000	100,000
100-1320-111-52-2208	COMPUTER MAINT. AGREEMNTS	-	-	-	-	17,000	17,000
100-1320-111-52-2321	OPERATING LEASES/RENTAL COPIER	-	-	2,500	105	-	2,200
100-1320-111-52-3102	AUTO,TRUCK,EQUIPMENT INSURANCE	-	-	2,640	-	2,640	2,640
100-1320-111-52-3103	PROF/GEN/LAW LIAB\INSURAN	-	-	1,750	2,111	2,200	2,200
100-1320-111-52-3201	TELEPHONE	-	-	3,100	-	-	-
100-1320-111-52-3301	ADVERTISEMENT	-	-	2,500	885	5,000	5,000
100-1320-111-52-3500	AUTO ALLOWANCE	-	-	7,200	3,000	-	-
100-1320-111-52-3701	PER DIEM & TRAVEL	-	-	3,571	578	3,571	7,000
100-1320-111-52-3702	TRAINING SCHOOLS & SEMINA	-	-	2,500	1,667	2,500	14,000
100-1320-111-52-3705	MEMBERSHIP DUES	-	-	3,000	1,655	3,000	3,000
100-1320-111-52-3900	OTHER PURCHASED SERVICES	-	-	100,000	-	100,000	100,000
Total Services		**-**	**-**	**233,761**	**10,000**	**235,911**	**253,040**
100-1320-111-53-1101	OFFICE SUPPLIES	-	-	3,000	423	3,000	3,000
100-1320-111-53-1102	OPERATING SUPPLIES	-	-	2,000	492	2,000	2,000
100-1320-111-53-1270	GAS & DIESEL FUEL	-	-	3,000	-	-	-
100-1320-111-53-1402	PRINTING & PUBLICATIONS	-	-	500	22	500	500
Total Supplies		**-**	**-**	**8,500**	**937**	**5,500**	**5,500**
100-1320-111-54-2201	AUTOS & TRUCKS	-	-	43,980	109	-	90,000
Total Capital		**-**	**-**	**43,980**	**109**	**-**	**90,000**
100-1320-111-58-1200	CAPITAL LEASE PRINCIPAL	-	-	8,767	-	19,482	19,482
Total Other		-	-	8,767	-	19,482	19,482
Total Appropriations		**-**	**-**	**740,639**	**203,862**	**665,642**	**992,765**

111 - County Manager - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	594,909
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	278,532
	OTHER GENERAL REVENUES	-	-	-	-	-	119,323
	COMBINED REVENUES PRIOR YEAR	-	-	740,639	203,862	-	-
Total Revenues		**-**	**-**	**740,639**	**203,862**	**-**	**992,765**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

111 - County Manager - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	COUNTY MANAGER		1				**1**
	PROJECT MANAGER		1				**1**
	PROJECTS COORDINATOR		1				**1**
	PUBLIC INFORMATION OFFICER		1				**1**
	PURCHASING AGENT		1				**1**
Total Personnel		**0**	**5**	**0**	**0**		**5**

117 - Sheriff's Office SRO - Appropriations

GL Account	GL Name	2020	2021	2022	12/31/21	2023	23
100-3310-117-51-1100	SALARIES	351,696	341,172	366,216	162,805	414,016	427,527
100-3310-117-51-1101	RAISES	-	-	-	-	-	-
100-3310-117-51-1300	OVERTIME	31,980	30,169	24,441	14,308	24,536	28,848
100-3310-117-51-2101	MEDICAL/LIFE SUPPLEMENTAL	3,041	3,419	2,600	1,642	2,600	2,600
100-3310-117-51-2102	HEALTH INSURANCE	90,676	108,463	141,181	65,674	156,620	158,786
100-3310-117-51-2200	PAYROLL TAXES	27,402	26,534	29,885	12,684	33,549	34,913
100-3310-117-51-2401	RETIREMENT	19,837	19,436	23,439	9,851	26,313	27,383
100-3310-117-51-2600	UNEMPLOYMENT	293	466	281	-	281	281
100-3310-117-51-2700	WORKMEN'S COMPENSATION	9,833	9,133	9,259	4,198	2,319	2,347
Total Personnel		**534,758**	**538,791**	**597,302**	**271,160**	**660,234**	**682,684**
100-3310-117-52-3102	AUTO,TRK,EQ - INSURANCE	5,293	7,057	5,300	7,001	7,001	7,050
100-3310-117-52-3103	PROF/GEN/LAW LIAB\INSURAN	3,324	5,450	3,350	5,521	5,521	5,600
Total Services		**8,617**	**12,507**	**8,650**	**12,522**	**12,522**	**12,650**
100-3310-117-53-1270	GAS & DIESEL FUEL	18,517	23,523	21,850	12,432	-	33,000
Total Supplies		**18,517**	**23,523**	**21,850**	**12,432**	**-**	**33,000**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**561,892**	**574,821**	**627,802**	**296,115**	**672,756**	**728,334**

117 - Sheriff's Office SRO - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	194,955
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	91,277
	OTHER GENERAL REVENUES	-	-	-	-	-	39,103
	COMBINED REVENUES PRIOR YEAR	160,778	171,406	279,802	296,115	-	-
100-33-1116	COPS IN SCHOOL	401,114	403,415	348,000	-	-	403,000
Total Revenues		**561,892**	**574,821**	**627,802**	**296,115**	**-**	**728,334**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

117 - Sheriff's Office SRO - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	SCHOOL RESOURCE DEPUTY			6			**6**
	CORPORAL (SCHOOL RESOURCE OFFICER)			1			**1**
	SERGEANT (SCHOOL RESOURCE OFFICER)			1			**1**
Total Personnel		**0**	**0**	**8**	**0**		**8**

136 - Information Technology - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	d 2023
100-1535-136-51-1100	SALARIES	302,589	283,385	364,545	183,830	398,840	398,840
100-1535-136-51-1101	RAISES	-	-	-	-	-	17,782
100-1535-136-51-1300	OVERTIME	5,716	2,569	-	1,960	-	-
100-1535-136-51-2101	MEDICAL/LIFE INSURANCE	2,432	2,936	2,275	1,449	2,275	2,275
100-1535-136-51-2102	HEALTH INSURANCE	50,736	59,153	115,699	37,721	91,560	92,773
100-1535-136-51-2200	PAYROLL TAXES	23,045	21,261	27,888	13,814	30,511	31,872
100-1535-136-51-2401	RETIREMENT	16,104	13,954	21,873	9,241	21,902	22,868
100-1535-136-51-2600	UNEMPLOYMENT	211	247	246	99	281	281
100-1535-136-51-2700	WORKMEN'S COMPENSATION	1,180	970	1,130	576	1,236	1,167
Total Personnel		**402,014**	**384,475**	**533,655**	**248,690**	**546,606**	**567,857**
100-1535-136-52-1202	ATTORNEY & PROFESSIONAL SERVICES	25,282	21,975	-	-	-	-
100-1535-136-52-2208	COMPUTER MAINT. AGREEMNTS	93,250	94,032	131,400	28,452	131,400	131,400
100-1535-136-52-2208-2	COMPUTER MAINT. AGREEMNTS GIS	-	4,800	-	2,400	-	-
100-1535-136-52-3103	PROF/GEN/LAW LIAB\INSURANCE	2,355	2,245	2,500	2,528	2,528	2,600
100-1535-136-52-3201	TELEPHONE	5,037	4,892	4,790	2,403	4,892	5,000
100-1535-136-52-3701	PER DIEM & TRAVEL	-	-	2,000	-	2,000	2,000
100-1535-136-52-3702	TRAINING SCHOOLS & SEMINARS	-	-	1,500	-	1,500	1,500
Total Services		**125,923**	**127,944**	**142,190**	**35,783**	**142,320**	**142,500**
100-1535-136-53-1101	OFFICE SUPPLIES	-	1,202	1,000	46	1,000	1,000
100-1535-136-53-1102	OPERATING SUPPLIES	3,423	15,723	16,500	3,426	16,500	16,500
100-1535-136-53-1104	POSTAGE	-	-	200	50	200	200
100-1535-136-53-1270	GAS & DIESEL FUEL	-	-	500	-	500	500
Total Supplies		**3,423**	**16,925**	**18,200**	**3,521**	**18,200**	**18,200**
100-1535-136-54-2201	AUTOS & TRUCKS	-	-	-	-	-	28,000
100-1535-136-54-2503	COMPUTERS,SERVERS AND OTHER EQ	21,232	28,651	107,515	13,049	94,465	100,000
Total Capital		**21,232**	**28,651**	**107,515**	**13,049**	**94,465**	**128,000**
100-1535-136-58-1200	CAPITAL LEASE PRINCIPAL	-	-	-	-	7,800	7,800
Total Other		-	-	-	-	7,800	7,800
Total Appropriations		**552,592**	**557,996**	**801,560**	**301,044**	**809,391**	**864,357**

136 - Information Technology - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	517,961
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	242,506
	OTHER GENERAL REVENUES	-	-	-	-	-	103,889
	COMBINED REVENUES PRIOR YEAR	552,592	557,781	800,030	301,044	-	-
100-34-1930	SALE OF MAPS	-	-	30	-	-	-
100-34-1931	GIS MAPS & OTHER FEES	-	215	1,500	-	-	-
100-37-1004	PLANTER'S WIFI GRANT	-	-	-	-	-	-
Total Revenues		**552,592**	**557,996**	**801,560**	**301,044**	**-**	**864,357**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

136 - Information Technology - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	DIRECTOR OF INFORMATION TECHNOLOGY		1				**1**
	DEPUTY DIRECTOR OF INFORMATION TECHNOLOGY		1				**1**
	DESKTOP TECHNICIAN			1			**1**
	INFORMATION SYSTEMS SPECIALIST			2			**2**
	INFORMATION SYSTEMS TECHNICIAN			1			**1**
	NETWORK SPECIALIST		1				**1**
	SENIOR RADIO TECHNICIAN				1		**1**
Total Personnel		**0**	**3**	**4**	**1**		**8**

225 - Geographic Information Systems - Appropriations

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
100-7403-225-51-1100	SALARIES	-	59,806	91,853	44,824	91,853	91,853
100-7403-225-51-1101	RAISES	-	-	-	-	-	4,593
100-7403-225-51-1300	OVERTIME	-	1,020	-	1,451	-	-
100-7403-225-51-2101	MEDICAL/LIFE INSURANCE	-	418	650	437	650	650
100-7403-225-51-2102	HEALTH INSURANCE	-	16,717	49,881	18,227	37,850	38,372
100-7403-225-51-2200	PAYROLL TAXES	-	4,265	7,027	3,305	7,027	7,378
100-7403-225-51-2401	RETIREMENT	-	2,393	5,511	1,591	5,511	5,787
100-7403-225-51-2600	UNEMPLOYMENT	-	141	70	-	70	70
100-7403-225-51-2700	WORKER'S COMPENSATION	-	202	285	144	285	270
Total Personnel		**-**	**84,962**	**155,276**	**69,980**	**143,246**	**148,972**
100-7403-225-52-1202	ATTORNEY & PROFESSIONAL SERVICES	-	28,456	169,356	53,783	169,356	170,000
100-7403-225-52-2201-2	FIRST SERVICES O/H	-	-	500	-	-	-
100-7403-225-52-2208	COMPUTER MAINT. AGREEMENTS	-	-	54,315	25,000	57,665	58,000
100-7403-225-52-2321	OPERATING LEASES/RENTAL COPIER	-	-	440	-	-	-
100-7403-225-52-3102	AUTO,TRK,EQ-INSURANCE	-	-	500	-	-	-
100-7403-225-52-3103	PROF/GEN/LAW LIAB/INS	-	-	500	736	-	-
100-7403-225-52-3106	PEST CONTROL	-	-	150	-	-	-
100-7403-225-52-3201	TELEPHONE	-	304	600	190	-	-
100-7403-225-52-3301	ADVERTISEMENT	-	-	100	-	-	-
100-7403-225-52-3701	PER DIEM & TRAVEL	-	-	1,000	608	2,000	2,000
100-7403-225-52-3702	TRAINING SCHOOLS & SEMINARS	-	585	1,000	-	1,000	1,000
100-7403-225-52-3705	MEMBERSHIP DUES	-	-	1,000	-	1,000	1,000
Total Services		**-**	**29,345**	**229,461**	**80,318**	**231,021**	**232,000**
100-7403-225-53-1101	OFFICE SUPPLIES	-	448	1,000	100	2,800	2,800
100-7403-225-53-1103	OPERATING SUPPLIES	-	-	750	-	750	750
100-7403-225-53-1104	POSTAGE	-	-	200	-	200	200
100-7403-225-53-1210	UTILITIES	-	-	50	-	-	-
100-7403-225-53-1270	GAS/FUEL	-	-	1,200	186	-	-
100-7403-225-53-1402	PRINTING/PUBLICATION	-	-	500	-	500	500
100-7403-225-53-1701	UNIFORMS	-	-	100	-	-	-
Total Supplies		**-**	**448**	**3,800**	**286**	**4,250**	**4,250**
100-7403-225-54-2502	OTHER EQUIPMENT	-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		**-**	**114,755**	**388,537**	**150,584**	**378,517**	**385,222**

225 - Geographic Information Systems - Revenues

GL Account	GL Name	2020	2021	2022	12/31/21	2023	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	230,843
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	108,079
	OTHER GENERAL REVENUES	-	-	-	-	-	46,301
	COMBINED REVENUES PRIOR YEAR	-	114,755	388,537	150,584	-	-
Total Revenues		**-**	**114,755**	**388,537**	**150,584**	**-**	**385,222**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

225 - Geographic Information Systems - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	GIS COORDINATOR			1			**1**
	GIS TECHNICIAN			1			**1**
Total Personnel		**0**	**0**	**2**	**0**		**2**

Special Funds Overview

2023

The County maintains many special revenue funds and four enterpise funds. Special revenues include revenues legally restricted to expenditures for special purposes . Enterpise funds consist of Water & Sewer, WWTP, Sanitation, and Dry Waste & Recycling Center, where user fees are intended to cover the cost of services. Project length budgeting is used for SPLOST and other captial. These are based upon our short term work program projects and their respective budgets. Funds for these projects are often subject to changes from year to year. Funding sources for the SPLOST projects come from both SPLOST, impact fees and funding from the Department of Transportation. The special tax district funds orgininate from franchise fees, payment in lieu of tax and state insurance premium contributions. Service delivery agreements added the Dry Waste & Recycling Center, Development Services, and Seniors Activity funds.

Special Tax District Overview

2023

The County allocates specific funding towards the unincorporated area of the County. Referenced as a Special Tax District, this was a result of service delivery negotiations and agreements established in 2011 with the cities of Guyton, Rincon, and Springfield. Specific funding sources applied to the Special Tax District for the benefit of the unincorporated residents include state insurance premium allocations, franchise fees, and payments in lieu of tax. These funding sources are used to offset the cost of services that are for the direct benefit of the unincorporated area of the County only. As a result of the roads and recreation millage and beginning with the FY 2019 budget, the Public Works department and Recreation & Sports Management department were moved into the Special Tax District, and the Parks & Landscapes department was created.

FISCAL YEAR 2020/2021/2022/2023 SPECIAL FUNDS DEPARTMENT TOTALS

Dept. #	Special Funds	Budget FY 2020	Budget FY 2021	Budget FY 2022	Budget FY 2023	Net Change	% Change
001	Special Tax District	5,979,140	1,989,336	1,385,915	1,409,442	23,527	1.7%
023	Sanitation	3,420,091	3,497,680	4,062,963	4,280,810	217,847	5.4%
025	Public Works	1,754,200	1,799,991	2,225,175	2,484,399	259,224	11.6%
029	Recreation & Sports Management	1,278,440	965,132	1,486,416	1,793,705	307,289	20.7%
030	Parks & Landscapes	555,890	595,498	838,620	807,728	(30,892)	-3.7%
035	E-911	1,023,267	1,191,092	1,491,033	1,652,398	161,365	10.8%
036	Federal Drug	50,000	50,000	50,000	50,000	-	0.0%
037	SPLOST Roads	8,438,938	3,765,824	3,686,985	3,400,000	(286,985)	-7.8%
038	SPLOST Public Buildings	1,875,000	205,000	-	-	-	0.0%
039	SPLOST Recreation	675,122	4,773,520	1,264,620	1,637,826	373,206	29.5%
041	SPLOST Vehicles and Equip	1,698,576	1,412,280	2,537,380	3,852,743	1,315,363	51.8%
042	Debt Service	-	-	7,093,808	9,910,489	2,816,681	39.7%
047	SPLOST Drainage	539,000	1,096,000	2,039,000	3,174,000	1,135,000	55.7%
055	Fire & Rescue	6,532,047	5,673,590	6,785,791	8,573,937	1,788,147	26.4%
061	Wastewater Treatment Plant	1,295,782	1,348,655	1,724,724	1,678,348	(46,377)	-2.7%
065	SPLOST Technology	-	-	-	-	-	0.0%
067	Impact Fees Roads	-	-	-	-	-	0.0%
099	SPLOST Cities	2,264,788	2,330,098	2,581,320	5,000	(2,576,320)	-99.8%
100	SPLOST Water & Sewer	-	-	8,500,000	750,000	(7,750,000)	-91.2%
105	Water and Sewer Operating	3,247,653	3,458,442	7,752,017	4,512,375	(3,239,642)	-41.8%
106	Water Projects	6,151,000	5,958,031	3,770,822	3,225,000	(545,822)	-14.5%
153	Drug Abuse Treatment & Education	25,000	30,500	23,900	17,900	(6,000)	-25.1%
219	Sheriff Special Revenue	269,898	500,000	500,000	500,000	-	0.0%
223	Dry Waste & Recycling Center	66,000	66,000	67,390	68,687	1,297	1.9%
230	Juvenile Services	2,500	2,500	2,500	2,500	-	0.0%
231	American Rescue Plan Act	-	-	-	11,615,462	11,615,462	0.0%
236	State Drug Account	50,000	50,000	50,000	50,000	-	0.0%
240	Jail Construction & Staffing	50,000	60,000	60,000	60,000	-	0.0%
245	Prison Commissary	125,000	180,000	180,000	220,000	40,000	22.2%
272	Development Services	848,360	1,037,859	1,543,592	1,609,149	65,557	4.2%
273	Senior Citizens Activity	113,828	121,401	130,394	202,982	72,588	55.7%
274	Hospital Indigent	3,600,000	3,600,000	3,600,000	3,600,000	-	0.0%
276	Hotel / Motel Tax	10,000	14,000	15,000	15,000	-	0.0%
322	SPLOST 2021	-	-	-	27,754,413	27,754,413	0.0%
335	TSPLOST	-	-	32,894,894	30,136,602	(2,758,292)	-8.4%
560	Stormwater	-	-	300,800	182,000	(118,800)	-39.5%
600	Self-funded Insurance	-	-	6,503,655	7,142,431	638,776	9.8%
		$ 51,939,520	$ 45,772,429	$ 105,148,713	$ 136,375,325	$ 31,226,612	29.7%

FISCAL YEAR 2020/2021/2022/2023 SPECIAL FUNDS PERSONNEL TOTALS

Dept. #	Special Funds	Budget FY 2020	Budget FY 2021	Budget FY 2022	Budget FY 2023	Net Change	% Change
001	Special Tax District	-	-	-	-	-	0.0%
023	Sanitation	42,486	43,497	42,433	54,068	11,635	27.4%
025	Public Works	-	-	-	-	-	0.0%
029	Recreation & Sports Management	650,990	584,982	771,609	859,771	88,162	11.4%
030	Parks & Landscapes	413,090	386,998	433,886	500,053	66,168	15.2%
035	E-911	837,607	940,569	1,217,598	1,377,383	159,785	13.1%
036	Federal Drug	-	-	-	-	-	0.0%
037	SPLOST Roads	-	-	-	-	-	0.0%
038	SPLOST Public Buildings	-	-	-	-	-	0.0%
039	SPLOST Recreation	-	-	-	-	-	0.0%
041	SPLOST Vehicles and Equip	-	-	-	-	-	0.0%
042	Debt Service	-	-	-	-	-	0.0%
047	SPLOST Drainage	-	-	-	-	-	0.0%
055	Fire & Rescue	3,032,597	3,417,240	3,750,494	4,912,453	1,161,959	31.0%
061	Wastewater Treatment Plant	-	-	-	-	-	0.0%
065	SPLOST Technology	-	-	-	-	-	0.0%
067	Impact Fees Roads	-	-	-	-	-	0.0%
099	SPLOST Cities	-	-	-	-	-	0.0%
100	SPLOST Water & Sewer	-	-	-	-	-	0.0%
105	Water and Sewer Operating	-	-	-	-	-	0.0%
106	Water Projects	-	-	-	-	-	0.0%
153	Drug Abuse Treatment & Education	-	-	-	-	-	0.0%
219	Sheriff Special Revenue	-	-	-	-	-	0.0%
223	Dry Waste & Recycling Center	-	-	-	-	-	0.0%
230	Juvenile Services	-	-	-	-	-	0.0%
231	American Rescue Plan Act	-	-	-	-	-	0.0%
236	State Drug Account	-	-	-	-	-	0.0%
240	Jail Construction & Staffing	-	-	-	-	-	0.0%
245	Prison Commissary	-	-	-	-	-	0.0%
272	Development Services	633,120	849,043	918,407	1,137,147	218,740	23.8%
273	Senior Citizens Activity	105,178	112,751	121,744	194,332	72,588	59.6%
274	Hospital Indigent	-	-	-	-	-	0.0%
276	Hotel / Motel Tax	-	-	-	-	-	0.0%
322	SPLOST 2021	-	-	-	-	-	0.0%
335	TSPLOST	-	-	-	-	-	0.0%
560	Stormwater	-	-	-	-	-	0.0%
600	Self-funded Insurance	-	-	-	-	-	0.0%
		$ 5,715,068	$ 6,335,079	$ 7,256,171	$ 9,035,207	$ 1,779,036	24.5%

001 - Special Tax District - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requeste 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
270-3510-001-61-1005	OPERATING XFER OUT (BLD INSP/Z	169,360	280,311	282,837	-	-	-
270-3510-001-61-1006	OPERATING XFER OUT (WATER & SE	169,153	187,932	336,107	-	174,275	174,275
270-3510-001-61-1007	OPERATING XFER OUT (TO SEN.CIT	108,828	113,427	-	-	196,982	196,982
270-3510-001-61-1008	OPERATING XFER OUT (WWTP)	939,282	740,135	479,792	-	537,248	537,248
270-3510-001-61-1009	OPERATING XFER OUT (FIRE)	3,499,998	86,422	66,379	-	318,937	318,937
270-3510-001-61-1011	OPERATING XFER OUT (GENERAL FU	-	(1,445,177)	-	-	-	-
270-3510-001-61-1013	OPERATING XFER OUT (STORMWATER)	-	-	220,800	-	182,000	182,000
270-3510-001-61-1014	OPERATING XFER OUT (STORMWATER UTIL	-	-	-	-	-	-
270-6100-001-57-1000	RECREATION PMTS TO CITIES	95,379	-	-	-	-	-
Total Other		4,982,001	(36,950)	1,385,915	-	1,409,442	1,409,442
Total Appropriations		**4,982,001**	**(36,950)**	**1,385,915**	**-**	**1,409,442**	**1,409,442**

001 - Special Tax District - Revenues

GL Account	GL Name	2020 Actuals	2021	2022	12/31/21	2023 Proposed	2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	1,016,505	(1,358,983)	(2,982,665)	(1,119,811)	1,409,442	3,000
270-31-1194	IN LIEU OF TAX\ GA POWER	528,410	557,400	528,410	589,612	-	590,000
270-31-1195	IN LIEU OF TAX\ GEORGIA PACIFI	453,885	453,885	465,000	454,361	-	460,000
270-31-1750	CABLEVISION FRANCHISE	296,748	310,689	300,500	75,808	-	311,000
270-31-6201	INSURANCE PREMIUMS	2,686,418	-	-	-	-	-
270-38-9005	MISCELLANEOUS REVENUE	35	60	-	30	-	-
270-38-9015	CASH CARRY FORWARD (001 PORTION)	-	-	2,168,670	-	-	(860,558)
270-39-1200	OP XFER IN (SPEC TAX DIST)	-	-	906,000	-	-	906,000
Total Revenues		**4,982,001**	**(36,950)**	**1,385,915**	**0**	**1,409,442**	**1,409,442**
Net Surplus/(Deficit)		**-**	**0**	**-**	**0**		**-**

001 - Special Tax District - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

023 - Sanitation - Appropriations

GL Account	GL Name	2020 Actuals	2021	2022	12/31/21	202	23
540-4310-023-51-1100	SALARIES	25,867	29,778	26,208	14,878	30,014	30,014
540-4310-023-51-1101	RAISES	-	-	-	-	-	1,501
540-4310-023-51-1300	OVERTIME	52	139	-	75	-	-
540-4310-023-51-2101	MEDICAL/LIFE INSURANCE	267	260	325	126	325	325
540-4310-023-51-2102	HEALTH INSURANCE	7,692	10,621	12,206	8,162	17,562	17,802
540-4310-023-51-2200	PAYROLL TAXES	1,953	2,273	2,005	1,013	2,296	2,411
540-4310-023-51-2401	RETIREMENT	1,288	1,486	1,572	463	1,801	1,891
540-4310-023-51-2600	UNEMPLOYMENT	35	49	35	6	35	35
540-4310-023-51-2700	WORKMEN'S COMPENSATION	98	100	81	46	93	88
Total Personnel		**37,251**	**44,706**	**42,433**	**24,770**	**52,126**	**54,068**
540-4310-023-52-1105	MONITORING	18,042	17,797	7,500	7,441	7,500	18,000
540-4310-023-52-1202	ATTORNEY & PROFESSIONAL SERVIC	-	19,500	-	500	-	-
540-4310-023-52-1309	SOLID WASTE COLL.-CURBSIDE	3,707,201	3,947,280	4,005,000	2,110,674	4,005,000	4,200,000
540-4310-023-52-2201	R&M FIRST SERV VECH MAINT	-	-	-	-	-	-
540-4310-023-52-2321	OPERATING LEASES/RENTAL COPIER	60	181	-	90	-	200
540-4310-023-52-3101	PROPERTY INSURANCE	392	472	400	495	400	500
540-4310-023-52-3102	AUTO,TRK,EQ INSURANCE	15	18	25	18	25	25
540-4310-023-52-3103	PROF/GEN/LAW LIAB/INS	261	207	300	201	300	300
540-4310-023-52-3201	TELEPHONE	875	982	960	498	960	1,000
540-4310-023-52-4000	RETURNED CHECK EXPENSE	-	-	-	-	-	-
Total Services		**3,726,846**	**3,986,437**	**4,014,185**	**2,119,918**	**4,014,185**	**4,220,025**
540-4310-023-53-1210	UTILITIES	277	492	245	353	245	517
Total Supplies		**277**	**492**	**245**	**353**	**245**	**517**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
540-4310-023-56-1000	DEPRECIATION EXPENSE	6,179	6,179	6,100	-	6,200	6,200
Total Other		6,179	6,179	6,100	-	6,200	6,200
Total Appropriations		**3,770,553**	**4,037,814**	**4,062,963**	**2,145,040**	**4,072,756**	**4,280,810**

023 - Sanitation - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(44,636)	(5,838)	(0)	(1,360,855)	-	-
540-34-4110	SANITATION	3,658,038	3,880,954	3,947,150	3,456,844	-	4,129,810
540-34-4115	SANITATION-OTHER	130,208	161,509	113,913	48,898	-	150,000
540-36-1005	INTEREST ON INVESTMENT	26,879	1,189	1,900	153	-	1,000
540-38-9005	Miscellaneous Revenue	64	-	-	-	-	-
Total Revenues		**3,770,553**	**4,037,814**	**4,062,963**	**2,145,040**	**-**	**4,280,810**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

023 - Sanitation - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	CUSTOMER SERVICE SPECIALIST			1			**1**
Total Personnel		**0**	**0**	**1**	**0**		**1**

025 - Public Works - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
270-4205-025-52-1101	CONSULTANT	-	-	-	-	-	-
270-4205-025-52-1101-1	EOM CONTRACT	1,017,908	1,024,330	1,024,330	512,165	1,100,000	1,100,000
270-4205-025-52-1102	ENGINEERING	40,184	31,046	35,000	10,056	30,000	30,000
270-4205-025-52-1211	FILL / HAULING WORK / MOWING	222,146	201,387	225,000	178,096	254,846	255,000
270-4205-025-52-1306	PEST CONTROL	300	395	300	120	-	300
270-4205-025-52-2201	VEHIC MAINT	261,580	210,313	210,000	123,576	260,000	250,000
270-4205-025-52-2202	R&M - GENERAL(BUILDING)	-	-	5,000	-	6,500	5,000
270-4205-025-52-2203	R & M - GENERAL(EQUIPMNT)	32,304	32,304	33,000	8,076	-	32,500
270-4205-025-52-2321	OPERATING LEASES/RENTAL COPIER	-	-	-	-	-	-
270-4205-025-52-3101	PROPERTY INSURANCE	-	-	-	-	-	-
270-4205-025-52-3102	AUTO,TRK,EQ - INSURANCE	21,082	22,024	21,100	21,990	22,000	22,000
270-4205-025-52-3850	CONTRACT LABOR	-	18,487	-	-	-	-
Total Services		**1,595,504**	**1,540,286**	**1,553,730**	**854,079**	**1,673,346**	**1,694,800**
270-4205-025-53-1101	OFFICE SUPPLIES	-	-	-	-	-	-
270-4205-025-53-1102	OPERATING SUPPLIES	142,296	214,668	150,000	67,827	175,000	175,000
270-4205-025-53-1210	UTILITIES	16,228	19,428	15,000	8,501	-	20,399
270-4205-025-53-1270	GAS & DIESEL FUEL	110,642	137,011	162,150	57,373	-	200,000
Total Supplies		**269,166**	**371,107**	**327,150**	**133,702**	**175,000**	**395,399**
270-4205-025-54-1402	PAVED ROAD MAINT.	-	-	175,000	-	175,000	175,000
270-4205-025-54-2201	AUTOS & TRUCKS	-	-	140,993	-	105,000	170,000
270-4205-025-54-2502	OTHER EQUIPMENT	-	-	-	-	-	-
Total Capital		**-**	**-**	**315,993**	**-**	**280,000**	**345,000**
270-4205-025-58-1200	CAPITAL LEASE PRINCIPAL	-	-	28,302	-	49,200	49,200
Total Other		-	-	28,302	-	49,200	49,200
Total Appropriations		**1,864,670**	**1,911,393**	**2,225,175**	**987,780**	**2,177,546**	**2,484,399**

025 - Public Works - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-		-			2,672,142
	LOCAL OPTION SALES TAX (LOST)						-
	OTHER GENERAL REVENUES						-
	COMBINED REVENUES PRIOR YEAR	1,864,670	1,911,393	2,225,175	987,780		
270-38-9015	CASH CARRY FORWARD (025 PORTION)	-	-	-	-	-	(357,743)
270-39-3500	PROCEEDS FROM CAPITAL LEASE	-	-	-	-	-	170,000
Total Revenues		**1,864,670**	**1,911,393**	**2,225,175**	**987,780**	**-**	**2,484,399**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

025 - Public Works - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

029 - Recreation & Sports Management - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requeste 2023	Proposed 2023
270-6110-029-51-1100	SALARIES	449,096	476,720	548,745	257,094	540,590	540,590
270-6110-029-51-1101	RAISES	-	-	-	-	-	22,322
270-6110-029-51-1300	OVERTIME	1,926	-	-	-	-	4,295
270-6110-029-51-2101	MEDICAL/LIFE INSURANCE	3,297	2,843	2,925	1,752	3,575	3,575
270-6110-029-51-2102	HEALTH INSURANCE	83,760	86,644	138,383	43,988	199,253	201,990
270-6110-029-51-2200	PAYROLL TAXES	32,518	35,102	41,979	19,263	41,355	43,391
270-6110-029-51-2401	RETIREMENT	20,466	20,197	26,555	10,288	26,786	28,383
270-6110-029-51-2600	UNEMPLOYMENT	496	881	387	295	422	422
270-6110-029-51-2700	WORKMEN'S COMPENSATION	10,907	10,982	12,635	5,849	13,407	14,804
Total Personnel		**602,466**	**633,369**	**771,609**	**338,529**	**825,387**	**859,771**
270-6110-029-52-1101	CONSULTANT	-	5,710	-	-	-	-
270-6110-029-52-1306	PEST CONTROL	492	1,870	2,720	535	1,360	2,000
270-6110-029-52-2201	VEHIC MAINT	8,900	6,097	10,000	3,467	10,000	9,000
270-6110-029-52-2202	R&M - GENERAL (BLDGS)	16,261	40,696	50,000	31,979	50,000	50,000
270-6110-029-52-2203	R&M - GENERAL(EQUIPMNT)	-	400	2,000	-	2,000	2,000
270-6110-029-52-2204	R&M - GENERAL(GROUNDS)	-	-	750	-	750	-
270-6110-029-52-2205	VEHICLE ACCIDENT	-	-	-	-	-	-
270-6110-029-52-2208	COMPUTER MAINT. AGREEMNTS	-	389	-	1,167	13,700	13,700
270-6110-029-52-2321	OPERATING LEASES/RENTAL COPIER	7,144	4,168	3,600	2,085	5,000	4,500
270-6110-029-52-3101	PROPERTY INSURANCE	7,218	8,671	7,300	9,062	9,200	9,100
270-6110-029-52-3102	AUTO,TRK,EQ - INSURANCE	6,853	5,350	6,900	5,310	6,900	5,400
270-6110-029-52-3103	PROF/GEN/LAW LIAB\INSURAN	3,993	2,782	4,000	3,655	4,000	3,700
270-6110-029-52-3201	TELEPHONE	9,126	9,920	9,045	4,276	10,000	16,000
270-6110-029-52-3301	ADVERTISEMENT	2,954	1,996	5,000	-	5,000	4,000
270-6110-029-52-3608	OFFICIALS ASSOC FEES	84,306	113,147	110,000	49,116	120,000	120,000
270-6110-029-52-3701	PER DIEM & TRAVEL	4,704	-	5,000	2,380	5,000	5,000
270-6110-029-52-3702	TRAINING SCHOOLS & SEMINAR	-	-	1,000	-	1,000	1,000
270-6110-029-52-3705	MEMBERSHIP DUES	970	125	150	130	150	150
270-6110-029-52-4000	RETURNED CHECK EXPENSE	300	-	300	-	-	-
Total Services		**153,221**	**201,321**	**217,765**	**113,163**	**244,060**	**245,550**
270-6110-029-53-1101	OFFICE SUPPLIES	1,265	2,553	2,500	7,116	3,000	3,000
270-6110-029-53-1102	OPERATING SUPPLIES	154,618	155,456	165,000	111,736	177,500	187,500
270-6110-029-53-1103	JANITORIAL SUPPLIES	2,683	482	1,250	212	1,250	1,250
270-6110-029-53-1104	POSTAGE	222	187	300	17	300	300
270-6110-029-53-1118	PLANTERS WIFI GRANT	5,317	6,446	6,000	3,267	6,000	-
270-6110-029-53-1119	ATLANTA HAWKS SCHOLARSHIP	1,276	-	-	-	-	-
270-6110-029-53-1210	UTILITIES	143,986	175,175	137,000	88,080	135,000	183,934
270-6110-029-53-1240	DISPOSAL ROLLOFFS	11,124	11,124	11,200	3,873	10,000	10,000
270-6110-029-53-1270	GAS & DIESEL FUEL	6,159	4,276	10,000	1,903	7,500	7,500
270-6110-029-53-1301	CONCESSIONS	21,261	42,902	50,000	5,441	50,000	50,000
Total Supplies		**347,911**	**398,601**	**383,250**	**221,646**	**390,550**	**443,484**
270-6110-029-54-1200	SITE IMPROVEMENTS	-	-	35,000	-	132,000	94,500
270-6110-029-54-2201	AUTOS & TRUCKS	-	-	49,030	-	40,000	136,000
270-6110-029-54-2502	OTHER EQUIP	4,588	44,317	20,000	10,794	-	-
Total Capital		**4,588**	**44,317**	**104,030**	**10,794**	**172,000**	**230,500**
270-6110-029-58-1200	CAPITAL LEASE PRINCIPAL	-	-	9,762	-	14,400	14,400
Total Other		-	-	9,762	-	14,400	14,400
Total Appropriations		**1,108,186**	**1,277,607**	**1,486,416**	**684,132**	**1,646,397**	**1,793,705**

029 - Recreation & Sports Management - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requeste 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	1,495,320
	LOCAL OPTION SALES TAX (LOST)	-	-		-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	825,712	928,977	1,064,002	495,602	-	-
270-38-9015	CASH CARRY FORWARD (029 PORTION)	-	-	65,114	-	-	(204,115)
270-34-7300	REC DEPT - BASKETBALL	29,064	37,489	30,000	38,780	-	40,000
270-34-7301	REC DEPT - BASKETBALL TOURNAME	7,025	7,655	7,500	3,020	-	7,700
270-34-7302	REC DEPT - BASKETBALL SHORTS	-	-	1,200	-	-	-
270-34-7303	REC DEPT - FOOTBALL	14,066	13,044	17,000	18,902	-	14,000
270-34-7304	REC DEPT - FOOTBALL TOURNAMENT	4,205	-	2,300	465	-	-
270-34-7305	REC DEPT - BASEBALL	43,802	39,590	45,000	6,680	-	40,000
270-34-7306	REC DEPT - BASEBALL/SOFTBALL S	2,080	21,350	18,000	-	-	22,000
270-34-7307	REC DEPT - YOUTH BASEBALL/SOFT	13,567	30,745	28,000	11,605	-	30,000
270-34-7308	REC DEPT - SOFTBALL	20,525	14,459	20,000	3,355	-	15,000
270-34-7309	REC DEPT - ADULT SOFTBALL	1,500	2,200	2,800	-	-	2,200
270-34-7310	REC DEPT - SOCCER	45,908	27,726	45,000	46,306	-	45,000
270-34-7311	REC DEPT - SOCCER TOURNAMENT	2,780	-	4,700	-	-	-
270-34-7312	REC DEPT - CHEERLEADER	9,828	6,558	7,500	9,416	-	7,000
270-34-7313	REC DEPT - ADULT VOLLEYBALL	8,895	9,386	6,700	7,764	-	10,000
270-34-7314	REC DEPT - KICKBALL	-	-	-	-	-	-
270-34-7315	REC DEPT - PRACTICE FEE	7,935	7,530	6,000	3,350	-	7,500
270-34-7316	REC DEPT - SPRING RUN	2,644	2,317	3,000	-	-	3,000
270-34-7317	REC DEPT - LACROSSE	2,725	2,780	2,500	700	-	3,000
270-34-7318	REC DEPT - YOUTH TRACK	2,022	2,300	2,100	(20)	-	2,100
270-34-7319	REC DEPT - CONCESSION	48,214	105,115	90,000	33,809	-	100,000
270-34-7320	REC DEPT - OTHER	15,690	18,388	18,000	4,400	-	18,000
270-39-3500	PROCEEDS FROM CAPITAL LEASE	-	-	-	-	-	136,000
Total Revenues		**1,108,186**	**1,277,607**	**1,486,416**	**684,132**	**-**	**1,793,705**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

029 - Recreation & Sports Management - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT		Total
DIRECTOR OF RECREATION AND SPORTS MANAGEMENT		1				**1**
ASSISTANT DIRECTOR OF RECREATION AND SPORTS MANAGE		1				**1**
ATHLETIC COORDINATOR			8			**8**
OFFICE MANAGER		1				**1**
SEASONAL WORKERS				1		**1**
Total Personnel	**0**	**3**	**8**	**1**		**12**

030 - Parks & Landscapes - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
270-6220-030-51-1100	SALARIES	258,155	275,277	307,852	120,441	324,810	321,150
270-6220-030-51-1101	RAISES	-	-	-	-	-	10,731
270-6220-030-51-1300	OVERTIME	2,219	31	2,797	12	-	-
270-6220-030-51-2101	MEDICAL/LIFE INSURANCE	2,365	2,042	1,950	949	1,625	1,950
270-6220-030-51-2102	HEALTH INSURANCE	61,574	61,943	73,016	26,448	88,022	115,104
270-6220-030-51-2200	PAYROLL TAXES	18,899	20,747	23,765	9,081	24,848	25,389
270-6220-030-51-2401	RETIREMENT	13,044	13,882	16,521	6,047	15,447	16,752
270-6220-030-51-2600	UNEMPLOYMENT	273	382	281	(1)	316	316
270-6220-030-51-2700	WORKMEN'S COMPENSATION	6,870	6,985	7,704	2,944	8,055	8,662
Total Personnel		**363,397**	**381,289**	**433,886**	**165,921**	**463,124**	**500,053**
270-6220-030-52-1101	CONSULATANT	-	-	30,000	-	-	-
270-6220-030-52-2140	LAWN CARE	-	-	5,000	5,700	18,000	18,000
270-6220-030-52-2201	VEHIC MAINT	7,778	32,119	5,500	21,018	40,000	25,000
270-6220-030-52-2202	R&M - GENERAL(BUILDING)	648	939	2,000	709	2,000	2,000
270-6220-030-52-2203	R&M - GENERAL(EQUIPMENT)	-	18,819	25,000	5,235	24,000	12,000
270-6220-030-52-2204	R&M - GENERAL(GROUNDS)	36,651	27,226	15,000	1,605	15,000	15,000
270-6220-030-52-3102	AUTO,TRK,EQ-INSURANCE	4,537	8,108	4,700	8,051	9,000	8,100
270-6220-030-52-3103	PROF/GEN/LAW LIAB/INS	2,534	1,840	2,800	2,055	2,800	2,100
270-6220-030-52-3201	TELEPHONE	1,673	1,094	1,100	454	1,300	1,100
270-6220-030-52-3701	PER DIEM & TRAVEL	393	-	500	-	1,500	1,500
270-6220-030-52-3702	TRAINING SCHOOLS & SEMINARS	755	365	1,000	-	1,500	1,500
Total Services		**54,970**	**90,511**	**92,600**	**44,828**	**115,100**	**86,300**
270-6220-030-53-1101	OFFICE SUPPLIES	830	3,805	1,000	-	1,000	1,000
270-6220-030-53-1102	OPERATING SUPPLIES	45,462	103,144	100,000	30,151	115,000	115,000
270-6220-030-53-1103	JANITORIAL SUPPLIES	-	3,803	5,000	231	4,000	4,000
270-6220-030-53-1270	GAS & DIESEL FUEL	18,799	21,907	19,000	14,143	38,000	32,000
270-6220-030-53-1701	UNIFORMS	1,416	698	2,000	-	2,000	2,000
Total Supplies		**66,507**	**133,357**	**127,000**	**44,526**	**160,000**	**154,000**
270-6220-030-54-2201	AUTOS & TRUCKS	-	-	100,957	-	100,000	-
270-6220-030-54-2502	OTHER EQUIPMENT	17,000	19,283	44,000	7,732	12,000	12,000
270-6220-030-54-1200	SITE IMPROVEMENTS	-	-	20,000	-	20,000	20,000
Total Capital		**17,000**	**19,283**	**164,957**	**7,732**	**132,000**	**32,000**
270-6220-030-58-1200	CAPITAL LEASE PRINCIPAL	-	-	20,177	-	35,374	35,374
Total Other		**-**	**-**	20,177	**-**	35,374	35,374
Total Appropriations		**501,874**	**624,440**	**838,620**	**263,006**	**905,598**	**807,728**

030 - Parks & Landscapes - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	213,771
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	501,874	624,440	838,620	263,006	-	-
270-38-9012	CASH CARRY FORWARD (030 PORTION)	-	-	-	-	-	593,956
270-39-3500	PROCEEDS FROM CAPITAL LEASE	-	-	-	-	-	-
Total Revenues		**501,874**	**624,440**	**838,620**	**263,006**	**-**	**807,728**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

030 - Parks & Landscapes - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT		Total
ASST DIRECTOR PARKS & LANDSCAPE		1				**1**
DIRECTOR PARKS AND LANDSCAPE		1				**1**
GROUNDS MAINTENANCE WORKER				1		**1**
IRRIGATION TECHNICIAN				1		**1**
LANDSCAPE CREW LEADER			3	1		**4**
MAINTENANCE COORDINATOR		1				**1**
Total Personnel	**0**	**3**	**3**	**3**		**9**

035 - E911 - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
215-3800-035-51-1100	SALARIES	497,777	541,770	726,329	317,228	724,006	836,395
215-3800-035-51-1101	RAISES	-	-	-	-	-	-
215-3800-035-51-1300	OVERTIME	62,177	66,984	75,529	33,918	76,086	87,336
215-3800-035-51-2101	MEDICAL/LIFE INSURANCE	4,386	3,965	6,174	2,945	6,174	6,012
215-3800-035-51-2102	HEALTH INSURANCE	138,980	138,156	296,959	76,948	326,591	318,297
215-3800-035-51-2200	PAYROLL TAXES	41,312	45,432	61,342	26,353	61,207	70,665
215-3800-035-51-2401	RETIREMENT	27,006	29,082	48,111	18,252	48,006	55,424
215-3800-035-51-2600	UNEMPLOYMENT	622	882	668	90	668	668
215-3800-035-51-2700	WORKMEN'S COMP	2,147	2,069	2,486	1,331	2,480	2,586
Total Personnel		**774,407**	**828,339**	**1,217,598**	**477,064**	**1,245,218**	**1,377,383**
215-3800-035-52-2201	R&M FIRST SERV VECH MAINT	623	419	-	515	800	800
215-3800-035-52-2202	R&M GENREAL(BUILDINGS)	2,357	7,653	5,000	2,434	5,000	5,000
215-3800-035-52-2202-1	R&M Batteries	-	9,967	9,915	-	9,915	9,915
215-3800-035-52-2208	MAINT. CONTRACTS	60,942	96,133	82,000	47,155	90,000	90,000
215-3800-035-52-2321	LEASES & RENTALS COPIERS	1,825	2,816	1,800	1,355	1,800	2,800
215-3800-035-52-3102	AUTO,TRK,EQ - INSURANCE	756	882	760	875	900	900
215-3800-035-52-3103	PROF/GEN/LAW LIAB INS	7,956	7,858	8,000	9,306	9,500	9,400
215-3800-035-52-3201	TELEPHONE	110,613	108,704	110,000	51,915	110,000	110,000
215-3800-035-52-3205	UTILITIES	28,152	24,945	25,000	9,960	25,000	25,000
215-3800-035-52-3701	PER DIEM & TRAVEL	(347)	2,642	2,500	439	2,500	2,500
215-3800-035-52-3702	TRAINING SCHOOLS & SEMINARS	5,206	4,841	7,500	588	7,500	7,500
215-3800-035-52-3705	MEMBERSHIP DUES	-	192	300	288	300	300
215-3800-035-52-3706	RECRUITMENT & RETENTION	1,786	2,006	2,000	725	2,000	2,000
Total Services		**219,869**	**269,058**	**254,775**	**125,557**	**265,215**	**266,115**
215-3800-035-53-1102	OPERATING SUPPLIES	5,034	5,460	6,000	1,953	6,000	6,000
215-3800-035-53-1270	GAS & FUEL	1,046	1,159	1,160	553	1,200	1,900
215-3800-035-53-1701	UNIFORMS	1,169	875	1,000	293	1,000	1,000
Total Supplies		**7,248**	**7,494**	**8,160**	**2,799**	**8,200**	**8,900**
215-3800-035-54-2502	OTHER EQUIPMENT	-	-	10,500	10,473	-	-
Total Capital		**-**	**-**	**10,500**	**10,473**	**-**	**-**
215-3800-035-58-1201	EQUIPMENT LEASING	-	-	-	-	-	-
215-3800-035-58-2201	EQUIPMENT LEASING INTEREST	-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**1,001,524**	**1,104,891**	**1,491,033**	**615,893**	**1,518,633**	**1,652,398**

035 - E911 - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(274,307)	(234,047)	0	169,289	-	-
215-34-2505-60	911 REVENUE - GEORGIA DEPT OF	1,275,744	1,338,825	1,300,000	446,540	-	1,300,000
215-36-1005	INTEREST ON INVESTMENT	88	113	20	64	-	-
215-39-1103	OPERATING XFER IN (FROM GF)	-	-	191,013	-	-	352,398
Total Revenues		**1,001,524**	**1,104,891**	**1,491,033**	**615,893**	**-**	**1,652,398**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

035 - E911 - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT		Total
911 DIRECTOR		1				**1**
COMMUNICATIONS OFFICER			13			**13**
COMMUNICATIONS OFFICER - SHIFT SUPERVISOR			3			**3**
DEPUTY DIRECTOR - E911		1				**1**
RECORDS/TRAINING COORDINATOR			1			**1**
Total Personnel	**0**	**2**	**17**	**0**		**19**

036 - Federal Drug Account - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
210-3305-036-53-1102	OPERATING SUPPLIES	-	-	50,000	-	50,000	50,000
Total Supplies		**-**	**-**	**50,000**	**-**	**50,000**	**50,000**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**-**	**-**	**50,000**	**-**	**50,000**	**50,000**

036 - Federal Drug Account - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(24,754)	(9,395)	-	(46,550)	-	
210-35-2201	RECOVERED DRUG FUNDS	24,752	9,391	50,000	46,546	-	50,000
210-36-1005	INTEREST ON INVESTMENT	3	3	-	4	-	-
Total Revenues		**(0)**	**0**	**50,000**	**0**	**-**	**50,000**
Net Surplus/(Deficit)		**(0)**	**0**	**-**	**0**		**-**

036 - Federal Drug Account - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

037 - SPLOST Roads - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
321-4207-037-52-1101-9	CONSULTANT-OLD RIVER/I16 EFF-0	-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
321-4207-037-54-1401-1	VARIOUS ASH ROADS PROJECT	1,216,154	444,691	675,000	200,975	742,500	875,000
321-4207-037-54-1402-5	EFF. PARKWAY ROW ACQUISITION	1,013,363	25,750	-	-	-	-
321-4207-037-54-1406	EFFINGHAM PARKWAY	446,638	3,164,737	1,062,610	1,071,836	-	-
321-4207-037-54-1407	FT. HOWARD ROUNDABOUT	1,114,955	25,467	-	-	-	-
321-4207-037-54-1408	GRACE LANE AT OLD AUGUSTA RD	48,271	-	-	-	-	-
321-4207-037-54-1410	HONEY RIDGE RD BRIDGE	823	-	-	-	-	-
321-4207-037-54-1411	MCCALL AND BLUEJAY INTERSECTIO	169,025	7,472	-	6,479	-	-
321-4207-037-54-1412	OLD AUGUSTA RESTRIPPING	2,280	-	-	-	-	-
321-4207-037-54-1413	QUICK RESPONSE RIGHT HAND LANE	17,446	-	-	-	-	-
321-4207-037-54-1415	BRIDGE REPAIRS	-	-	140,000	-	140,000	140,000
321-4207-037-54-1515-2	BUNYAN KESSLER	-	50,530	-	-	-	-
321-4207-037-54-1520-2	COURTHOUSE RD EXTENSION	-	20,898	-	-	-	-
321-4207-037-54-2518-2	LMIG 2018 CLYO-KILDARE RD	17,399	-	-	-	-	-
321-4207-037-54-2518-3	LMIG 2018 MOCK RD	4,444	-	-	-	-	-
321-4207-037-54-2518-4	LMIG 2018 COURTHOUSE RD	13,426	-	-	-	-	-
321-4207-037-54-2518-5	LMIG 2018 SILVERHILL CHURCH RD	1,590	-	-	-	-	-
321-4207-037-54-2518-6	LMIG 2018 OLD TUSCULUM RD	11,880	-	-	-	-	-
321-4207-037-54-2518-7	LMIG 2018 SPRINGFIELD RD	10,932	-	-	-	-	-
321-4207-037-54-2518-8	LMIG 2018 BLUE JAY RD	3,500	-	-	-	-	-
321-4207-037-54-2520	LMIG 2019 ROAD PROJECT	1,214,764	11,318	-	-	-	-
321-4207-037-54-2521	LMIG 2020 ROAD PROJECT	-	1,266,571	-	14,680	-	-
321-4207-037-54-2523	LMIG 2021 ROAD PROJECTS	-	4,980	1,530,375	1,475	-	-
321-4207-037-54-2524	LMIG SAP PROJECT	-	-	279,000	22,465	-	-
321-4207-037-54-2525	WASHINGTON ST CUL-DE-SAC	-	-	-	6,045	85,000	85,000
321-4207-037-54-2526	OLD LOUISVILLE RD	-	-	-	31,169	-	-
321-4207-037-54-2527	LMIG 2022 ROAD PROJECTS	-	-	-	-	1,000,000	1,000,000
321-4207-037-54-2531	KOLIC HELMEY RD / SR30	-	-	-	-	1,300,000	1,300,000
Total Capital		**5,306,888**	**5,022,414**	**3,686,985**	**1,355,123**	**3,267,500**	**3,400,000**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**5,306,888**	**5,022,414**	**3,686,985**	**1,355,123**	**3,267,500**	**3,400,000**

037 - SPLOST Roads - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	2,120,213	3,974,300	3,532,785	1,355,123	-	
	SPLOST FUND REVENUES	-	-	-	-	-	3,400,000
321-33-4217	DEPT OF TRANSPORTATION	3,186,675	1,048,114	154,200	-	-	-
Total Revenues		**5,306,888**	**5,022,414**	**3,686,985**	**1,355,123**	**-**	**3,400,000**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

037 - SPLOST Roads - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

038 - SPLOST Buildings - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requeste 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
321-1565-038-54-2509	EMS AMBULANCE BAY	-	28,747	-	-	-	-
321-1565-038-54-1011	JUDICIAL COMPLEX - STEPS	-	22,620	-	-	-	-
321-1565-038-54-1010	ELECTIONS BUILDING RENOVATION	-	85,407	-	-	-	-
321-1565-038-54-1360	ADMINISTRATION BUILDING	1,531,741	90,748	-	16,146	-	-
321-1565-038-54-2503	HVAC AT CENTRAL GYM	12,976	7,304	-	-	-	-
321-1565-038-54-2504	PARKS & LANDSCAPES OFFICE SPACE	4,344	-	-	-	-	-
321-1565-038-54-2505	PARKS & LANDSCAPES COVER AT CEM	19,920	-	-	-	-	-
321-1565-038-54-2506	JUDICIAL COMPLEX STEPS	3,150	-	-	-	-	-
321-1565-038-54-2507	ANIMAL SHELTER ROOF	-	19,987	-	-	-	-
Total Capital		**1,572,130**	**254,812**	**-**	**16,146**	**-**	**-**
321-1565-038-58-2200	CAPITAL LEASE INTEREST	-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**1,572,130**	**254,812**	**-**	**16,146**	**-**	**-**

038 - SPLOST Buildings - Revenues

GL Account	GL Name	2020	Actuals 2021	2022	12/31/21	2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	1,572,130	254,812	-	16,146	-	-
	SPLOST FUND REVENUES	-	-	-	-	-	-
Total Revenues		**1,572,130**	**254,812**	**-**	**16,146**	**-**	**-**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

038 - SPLOST Buildings - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

039 - SPLOST Recreation - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
321-6130-039-54-1000	GYM CONSTRUCTION	2,391,569	2,382,471	-	-	-	-
321-6130-039-54-1001	MORGAN COMPLEX PH. II & III	-	-	-	-	-	-
321-6130-039-54-1002	SANDHILL IMPROVEMENTS	139,750	-	-	-	-	-
321-6130-039-54-1203	REC DEPT PROJ\SP SALES TX	-	-	-	-	-	-
321-6130-039-54-1203-1	REC LIGHTING PRINCIPAL	121,855	-	-	-	-	-
321-6130-039-54-1203-2	REC LIGHTING INTEREST	13,268	-	-	-	-	-
321-6130-039-54-1220	BAKER PARK IMPROVEMENTS	-	-	-	-	1,000,000	1,000,000
321-6130-039-54-1225	ABERCORN LANDING/ SP SLSTX #16	-	-	-	-	-	-
321-6130-039-54-1227	REC - 119 COMPLEX - UPGRADE ON LIGHTS	-	3,120	315,000	317,225	-	-
321-6130-039-54-1240	REC COMPLEXES	-	-	23,500	-	-	-
321-6130-039-54-1252	MCCALL PARK	-	-	402,600	354,994	-	-
321-6130-039-54-1253	MELDRIM PARK	-	-	-	-	250,000	250,000
Total Capital		**2,666,442**	**2,385,591**	**741,100**	**672,218**	**1,250,000**	**1,250,000**
321-6130-039-58-1201	CEM GYM PRINCIPAL	352,000	288,000	288,000	-	300,000	300,000
321-6130-039-58-1202	REC LIGHTING PRINCIPAL	-	126,126	126,126	-	-	-
321-6130-039-58-2201	CEM GYM INTEREST	36,300	100,397	100,397	47,088	87,826	87,826
321-6130-039-58-2202	REC LIGHTING INTEREST	-	8,997	8,997	-	-	-
321-6130-039-58-4000	ISSUANCE COSTS	98,500	-	-	-	-	-
Total Other		486,800	523,520	523,520	47,088	387,826	387,826
Total Appropriations		**3,153,242**	**2,909,110**	**1,264,620**	**719,306**	**1,637,826**	**1,637,826**

039 - SPLOST Recreation - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	3,153,242	2,909,110	1,264,620	719,306	-	-
	SPLOST FUND REVENUES	-	-	-	-	-	1,637,826
Total Revenues		**3,153,242**	**2,909,110**	**1,264,620**	**719,306**	**-**	**1,637,826**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

039 - SPLOST Recreation - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

041 - SPLOST Equipment - Appropriations

GL Account	GL Name	Actuals 2020	Actuals	2021	Budget 2022	Actuals 12/31/21	Dept Requeste 2023	Proposed	2023
		-		-	-	-	-		-
Total Personnel		**-**		**-**	**-**	**-**	**-**		**-**
		-		-	-	-	-		-
Total Services		**-**		**-**	**-**	**-**	**-**		**-**
		-		-	-	-	-		-
Total Supplies		**-**		**-**	**-**	**-**	**-**		**-**
321-3300-041-54-2201	SHERIFF VEHICLES	-		285,363	-	-	-		-
321-3400-041-54-2411	PRISON - KITCHEN HOT WATER STORAGE TA	-		20,521	-	-	-		-
321-3510-041-54-2200	FIRE ENGINES	-		-	-	-	1,830,000		1,830,000
321-3600-041-54-2202	AMBULANCE	-		-	1,050,000	204,713	445,760		175,760
321-3801-041-54-2500	E911 IP LOGGER SYSTEM	-		-	150,000	-	-		-
321-3801-041-54-2501	RADIO TOWER UPS SYSTEM	-		-	-	-	85,000		85,000
321-4300-041-54-1000	WWTP - AUTOCLAVE FOR LAB	-		-	-	8,400	-		-
321-4970-041-54-2201	SHERIFF VEHICLES	231,183		-	-	-	-		-
321-4970-041-54-2202	AMBULANCE	152,817		-	-	-	-		-
321-4970-041-54-2207	SINGLE AXLE DUMP TRUCKS (2)	-		-	-	-	375,000		375,000
321-4970-041-54-2209	EXCAVATOR	-		-	225,000	-	-		-
321-4970-041-54-2210	SKID STEER	-		-	50,000	-	-		-
321-4970-041-54-2211	BULLDOZER	-		-	175,000	-	-		-
321-4970-041-54-2212	TRACTOR & BOOM AXE	-		-	-	-	185,000		185,000
321-4970-041-54-2213	TRUCK & LOWBOY	-		-	-	-	250,000		250,000
321-4970-041-54-2214	BATWING & ROTARY MOWER	-		-	-	-	48,000		48,000
321-4970-041-54-2215	LOADER	-		-	-	-	250,000		250,000
321-4970-041-54-2528	E911 CAD SYSTEM	259,777		-	-	-	-		-
321-4970-041-54-2529	PARKS & LANDSCAPES MOWER	14,925		-	-	-	-		-
321-4970-041-54-2530	PARKS & LANDSCAPES EQUIP LIFT	8,245		-	-	-	-		-
321-4970-041-54-2531	FIRE ISO EQUIPMENT	20,299		-	-	-	-		-
321-4970-041-54-2532	FIRE HYDRAULIC EQUIPMENT	29,955		-	-	-	-		-
321-4970-041-54-2533	FIRE RESCUE EQUIPMENT	2,344		-	-	-	-		-
321-4970-041-54-2534	FIRE TURNOUT GEAR	50,117		-	-	-	-		-
321-4970-041-54-2535	FUEL ISLAND USAGE LOG	-		-	-	-	200,000		200,000
321-4970-041-54-2536	PUBLIC WORKS - PATCH TRUCK	-		-	220,000	-	-		-
321-6200-041-54-1000	PARKS & LANDSCAPE TRAILER W/ ACCESSOI	-		6,000	-	-	-		-
321-6200-041-54-1001	PARKS & LANDSCAPES MOWER	-		16,000	-	-	-		-
Total Capital		**769,663**		**327,884**	**1,870,000**	**213,113**	**3,668,760**		**3,398,760**

321-4970-041-58-1200	BB&T 600K VEHIC PRINCIPAL	124,829	21,071	21,071	-	-	-
321-4970-041-58-1202	SUNTRUST VEHIC PRINCIPAL	178,036	162,146	168,383	87,935	26,077	7
321-4970-041-58-1203	BB&T 300K VEHIC PRINCIPAL	62,415	10,535	10,535	-	-	-
321-4970-041-58-1204	SHERIFF TAZERS PRINCIPAL	19,860	19,860	19,860	-	-	-
321-4970-041-58-1206	STRYKER STRETCHERS PRINCIPAL	29,907	29,907	29,907	17,570	17,446	17,446
321-4970-041-58-1207	CATERPILLAR PRINCIPAL	38,767	39,902	39,902	16,969	42,274	42,274
321-4970-041-58-1208	CAPITAL LEASE PRINCIPAL	296,733	307,742	307,742	319,159	331,000	331,000
321-4970-041-58-2200	BB&T 600K VEHIC INTEREST	1,938	57	57	-	-	-
321-4970-041-58-2202	SUNTRUST VEHIC INTEREST	11,120	6,890	7,155	1,941	78	78
321-4970-041-58-2203	BB&T 300K VEHIC INTEREST	969	29	29	-	-	-
321-4970-041-58-2206	STRYKER STRETCHERS INTEREST	125	374	-	-	-	-
321-4970-041-58-2207	CATERPILLAR INTEREST	15,600	14,608	14,465	5,684	12,094	12,094
321-4970-041-58-2208	CAPITAL LEASE INTEREST	59,283	48,274	48,274	36,857	25,016	25,016
Total Other		839,583	661,394	667,380	486,115	453,983	453,983
Total Appropriations		**1,609,246**	**989,278**	**2,537,380**	**699,228**	**4,122,743**	**3,852,743**

041 - SPLOST Equipment - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	1,609,246	989,278	2,537,380	699,228	-	-
	SPLOST FUND REVENUES	-	-	-	-	-	3,852,743
Total Revenues		**1,609,246**	**989,278**	**2,537,380**	**699,228**	**-**	**3,852,743**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

041 - SPLOST Equipment - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

042 - Debt Service - Appropriations

GL Account	GL Name	2020 Actuals	2021	2022	12/31/21	2023	2023
		-	-	-	-	-	-
Total Personnel		-	-	-	-	-	-
		-	-	-	-	-	-
Total Services		-	-	-	-	-	-
		-	-	-	-	-	-
Total Supplies		-	-	-	-	-	-
		-	-	-	-	-	-
Total Capital		-	-	-	-	-	-
431-8001-042-58-1200	CAPITAL LEASE PRINCIPAL	-	-	6,770,000	-	9,686,625	9,686,625
431-8001-042-58-2200	CAPITAL LEASE INTEREST	-	-	323,808	185,033	223,864	223,864
Total Other		-	-	7,093,808	185,033	9,910,489	9,910,489
Total Appropriations		-	-	**7,093,808**	**185,033**	**9,910,489**	**9,910,489**

042 - Debt Service - Revenues

GL Account	GL Name	2020 Actuals	2021	2022	12/31/21	2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	-	-	-	-	-	-
431-39-1101	OPERATING XFER IN (FROM SPLOST	-	-	-	-	-	2,761,625
431-39-1103	OPERATING XFER IN FROM TSPLOST	-	-	7,093,808	185,033	-	7,148,864
Total Revenues		-	-	**7,093,808**	**185,033**	-	**9,910,489**
Net Surplus/(Deficit)		-	-	-	-		**(0)**

042 - Debt Service - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

047 - SPLOST Drainage - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
321-4250-047-54-1000	ATLAS RESERVOIR	231,880	171,072	2,000,000	2,197	1,935,000	1,935,000
321-4250-047-54-1400	AERIAL PHOTOGRAPHY	38,078	38,341	39,000	-	-	-
321-4250-047-54-1405	MS4 LIMITED COMPLIANCE & REPORTING	-	-	-	-	-	-
321-4250-047-54-1406	STORMWATER UTILITY FEASIBILITY STUDY	-	-	-	-	-	-
321-4250-047-54-2512	WESTWOOD HEIGHTS DRAINAGE	-	-	-	-	1,239,000	1,239,000
Total Capital		**269,958**	**209,413**	**2,039,000**	**2,197**	**3,174,000**	**3,174,000**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**269,958**	**209,413**	**2,039,000**	**2,197**	**3,174,000**	**3,174,000**

047 - SPLOST Drainage - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	269,958	209,413	2,039,000	2,197	-	-
	SPLOST FUND REVENUES	-	-	-	-	-	3,174,000
Total Revenues		**269,958**	**209,413**	**2,039,000**	**2,197**	**-**	**3,174,000**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

047 - SPLOST Drainage - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

055 - Fire & Rescue - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requeste 2023	Proposed 2023
271-3510-055-51-1100	SALARIES	1,962,482	2,102,583	2,354,326	1,156,496	2,953,221	2,899,600
271-3510-055-51-1101	RAISES	-	-	-	-	-	101,529
271-3510-055-51-1300	OVERTIME	132,850	146,505	153,624	101,500	204,955	193,733
271-3510-055-51-2101	MEDICAL/LIFE INSURANCE	16,252	15,001	16,573	10,034	21,447	21,447
271-3510-055-51-2102	HEALTH INSURANCE	497,460	606,688	845,885	351,935	1,172,362	1,188,438
271-3510-055-51-2200	PAYROLL TAXES	151,067	163,310	191,858	91,165	241,600	244,407
271-3510-055-51-2401	RETIREMENT	103,542	111,747	132,197	63,992	170,235	188,459
271-3510-055-51-2600	UNEMPLOYMENT	1,743	2,951	2,109	178	2,636	2,636
271-3510-055-51-2700	WORKMEN'S COMPENSATION	47,818	48,363	53,921	26,528	67,901	72,204
Total Personnel		**2,913,214**	**3,197,150**	**3,750,494**	**1,801,828**	**4,834,358**	**4,912,453**
271-3510-055-52-1101	CONSULTANT	-	-	-	-	-	-
271-3510-055-52-3303	25% Grant Match (6 positions, if awarded)	-	-	-	-	-	-
271-3510-055-52-1306	PEST CONTROL	682	542	600	440	1,000	1,000
271-3510-055-52-2201	R&M FIRST SERV VECH MAINT	116,864	179,506	110,000	57,614	110,000	110,000
271-3510-055-52-2201-1	FIRST SERVICES LABOR	44	-	-	-	-	-
271-3510-055-52-2202	R & M - GENERAL (BUILDING)	28,264	33,937	20,000	5,945	41,000	40,000
271-3510-055-52-2203	R&M - GENERAL(EQUIPMENT)	13,495	22,579	22,000	5,886	22,000	22,000
271-3510-055-52-2205	R&M\SPECIAL (FIRE)	23,672	23,383	22,000	16,651	28,000	25,000
271-3510-055-52-2206	VEHICLE ACCIDENT	1,633	2,500	2,500	10,588	11,000	-
271-3510-055-52-2208	MAINTENANCE AGREEMENTS	2,840	3,988	4,500	4,760	4,800	4,000
271-3510-055-52-2210	STORM RELATED EXPENSES	2,315	-	-	-	-	-
271-3510-055-52-2211	COVID RELATED EXPENSES	11,033	-	-	3,217	-	-
271-3510-055-52-2321	OPERATING LEASES/RENTAL COPIER	3,414	2,833	3,000	1,409	3,000	3,000
271-3510-055-52-3101	PROPERTY INSURANCE	5,275	6,540	5,500	6,863	7,900	7,000
271-3510-055-52-3102	AUTO,TRK,EQ - INSURANCE	38,470	40,943	37,400	42,418	47,000	42,500
271-3510-055-52-3103	PROF/GEN/LAW LIAB/INSURANCE	32,149	28,872	25,600	22,789	25,600	23,000
271-3510-055-52-3201	TELEPHONE	22,138	22,350	22,000	10,559	22,000	22,000
271-3510-055-52-3202-1	CABLE FAULKVIL FIRE STATION	2,931	2,368	3,650	777	3,000	3,000
271-3510-055-52-3301	ADVERTISING	2,003	988	2,000	3,525	3,600	3,500
271-3510-055-52-3700	Public Fire & Life Safety Eduction	-	2,912	3,000	-	3,000	3,000
271-3510-055-52-3520	TAG & TITLE FOR VEHICLES	-	253	1,000	-	1,000	-
271-3510-055-52-3701	PER DIEM & TRAVEL	2,781	1,439	10,000	880	10,000	10,000
271-3510-055-52-3702	TRAINING SCHOOLS & SEMINARS	5,038	8,303	7,000	2,131	11,000	11,000
271-3510-055-52-3703	RECRUITMENT & RETENTION BENEFI	22,744	24,241	25,000	10,176	25,000	25,000
271-3510-055-52-3705	MEMBERSHIP DUES	110	86	300	-	-	-
271-3510-055-52-3901	MEDICAL	-	4,875	5,000	5,543	6,500	6,000
271-3510-055-52-3915	BACKGROUND CHECKS	287	735	1,000	-	1,000	1,000
271-3520-055-52-3611	FIRE & RESCUE ASSESSMENT	632,800	631,000	625,000	312,500	625,000	625,000
271-3520-055-52-3612	GEORGIA FORESTRY COMMISSION FI	22,119	22,119	23,000	11,060	23,000	23,000
Total Services		**993,103**	**1,067,290**	**981,050**	**535,730**	**1,035,400**	**1,010,000**
271-3510-055-53-1101	OFFICE SUPPLIES	2,288	6,112	6,000	3,608	6,000	6,000
271-3510-055-53-1102	OPERATING SUPPLIES	24,656	21,115	20,000	9,857	22,000	21,000
271-3510-055-53-1104	POSTAGE	253	217	400	-	400	300
271-3510-055-53-1210	UTILITIES	48,550	53,501	50,000	22,584	55,000	56,176
271-3510-055-53-1210-21	UTILITIES - 475 STILLWELL-CLYO	-	-	-	-	-	-
271-3510-055-53-1270	GAS & DIESEL FUEL	60,582	61,838	76,000	34,840	85,000	85,000
271-3510-055-53-1701	UNIFORMS	18,420	27,784	30,000	3,367	32,000	32,000
Total Supplies		**154,748**	**170,567**	**182,400**	**74,257**	**200,400**	**200,476**

271-3510-055-54-1000	ARDMORE FIRE STATION	82,563	964	-	-	-	-
271-3510-055-54-1001	SOUTH EFFINGHAM FIRE STATION	-	1,750	-	-	-	-
271-3510-055-54-1002	GUYTON AREA STATION	53,558	2,500	900,000	-	950,000	1,500,000
271-3510-055-54-1210	CONSTRUCTION	71	169	35,000	-	40,000	40,000
271-3510-055-54-2201	AUTOS & TRUCKS	30,049	-	281,612	-	300,000	179,000
271-3510-055-54-2202	FIRE PUMPER/ENGINES (1)	967,012	527,452	-	-	-	-
271-3510-055-54-2300	FIRE STATION FURNITURE	-	-	-	-	17,500	17,500
271-3510-055-54-2500	TURNOUT GEAR	-	-	65,000	-	195,000	195,000
271-3510-055-54-2502	OTHER EQUIPMENT	-	35,842	34,500	-	34,500	34,500
271-3510-055-54-2511	STILLWELL STATION QUARTERS	1,599	-	-	-	-	-
271-3510-055-54-1003	Hodgeville Station	-	187,636	500,000	198,837	500,000	600,000
Total Capital		**1,134,851**	**756,313**	**1,816,112**	**198,837**	**2,037,000**	**2,366,000**
271-3510-055-58-1200	CAPITAL LEASE PRINCIPAL	-	-	55,735	-	85,008	85,008
Total Other		-	-	55,735	-	85,008	85,008
Total Appropriations		**5,195,916**	**5,191,320**	**6,785,791**	**2,610,652**	**8,192,166**	**8,573,937**

055 - Fire & Rescue - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(628,040)	(499,410)	281,612	(3,376,273)	-	-
271-31-6205	INSURANCE PREMIUM	-	2,853,804	2,850,000	2,962,940	-	3,000,000
271-33-1121	FEMA	10,862	-	-	-	-	-
271-33-4211	GEMA GRANT	15,675	7,838	-	-	-	-
271-34-2010	FIRE & RESCUE ASSESSMENT	1,976,913	2,298,480	2,285,600	2,609,476	-	3,100,000
271-34-2012	FIRE FEES VIA SPRINGFIELD	126,473	147,465	120,000	162,685	-	185,000
271-34-2013	FIRE FEES VIA GUYTON	27,443	108,615	90,000	120,353	-	140,000
271-34-2210	FIRE & RESCUE - OTHER	143,876	170,276	90,000	117,047	-	150,000
271-36-1005	INTEREST ON INVESTMENT	8,761	1,201	200	362	-	1,000
271-37-1100	FIRE DONATIONS	2,500	2,000	2,000	1,000	-	-
271-38-1001	INSURANCE PROCEEDS	10,015	3,592	-	13,063	-	-
271-38-9005	MISCELLANEOUS REVENUE	1,440	11,038	-	-	-	-
271-38-9015	CASH CARRY FORWARD	-	-	1,000,000	-	-	1,500,000
271-39-1101	OPERATIONS XFER IN (FROM SPEC.	3,499,998	86,422	66,379	-	-	318,937
271-39-3500	PROCEEDS FROM CAPITAL LEASE	-	-	281,612	-	-	179,000
Total Revenues		**5,195,916**	**5,191,320**	**7,067,403**	**2,610,652**	**-**	**8,573,937**
Net Surplus/(Deficit)		**-**	**-**	**281,612**	**-**		**(0)**

055 - Fire & Rescue - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT		Total
DEPUTY CHIEF		1				**1**
CAPTAIN		3	3			**6**
FIRE CHIEF		1				**1**
FIREFIGHTER			49	2		**51**
LIEUTENANT			9			**9**
PART TIME FIREFIGHTER				7		**7**
Total Personnel	**0**	**5**	**61**	**9**		**75**

061 - WWTP - Appropriations

GL Account	GL Name	2020 Actuals	2021	2022	12/31/21	202	23
Total Personnel		-	-	-	-	-	-
506-4320-061-52-1101	CONSULTANT	26,898	57,516	33,000	36,041	30,000	30,000
506-4320-061-52-1101-1	EOM CONTRACT	261,092	261,870	261,870	130,935	269,712	282,500
506-4320-061-52-1105	EQUIPMENT RENTAL	-	-	5,000	995	7,500	5,000
506-4320-061-52-1115	REPAIRS PLANT EQUIP	69,380	119,694	110,000	54,563	125,000	125,000
506-4320-061-52-2201	R&M GENERAL	974	6,188	8,000	1,095	8,000	8,000
506-4320-061-52-2201-1	FIRST SERVICES LABOR	10,563	10,348	5,000	410	5,000	4,000
506-4320-061-52-2201-6	SPRAYFIELD	1,586	-	-	-	8,000	-
506-4320-061-52-3101	PROPERTY INSURANCE-WWTP	8,886	10,721	9,000	11,283	-	11,500
506-4320-061-52-3102	AUTO,TRK,EQ - INSURANCE	2,309	2,695	2,325	2,675	-	3,000
506-4320-061-52-3201	TELEPHONE	1,614	1,720	1,300	702	-	1,300
Total Services		**383,302**	**470,751**	**435,495**	**238,699**	**453,212**	**470,300**
506-4320-061-53-1102	OPERATING SUPPLIES	138,097	150,451	125,000	76,009	130,000	130,000
506-4320-061-53-1104	OPERATING EXPENSES	-	-	-	-	-	-
506-4320-061-53-1105	PLANT CHEMICALS	-	-	-	-	-	-
506-4320-061-53-1110	OFFICE SUPPLIES	-	365	-	-	-	-
506-4320-061-53-1115	LAB SUPPLIES	-	-	-	-	-	-
506-4320-061-53-1210	UTILITIES	89,636	93,145	84,000	40,592	-	97,802
506-4320-061-53-1240	DISPOSAL ROLLOFFS-WASTEWATER	55,067	60,341	51,000	17,042	35,000	35,000
506-4320-061-53-1270	FUEL	3,205	3,253	5,060	576	-	5,000
Total Supplies		**286,004**	**307,555**	**265,060**	**134,218**	**165,000**	**267,802**
506-4320-061-54-2100	MACHINERY	-	-	125,000	7,920	125,000	-
506-4320-061-54-2201	AUTOS & TRUCKS	-	-	87,432	-	-	111,000
506-4320-061-54-2501	OTHER EQUIPMENT	-	-	-	-	21,000	11,000
Total Capital		**-**	**-**	**212,432**	**7,920**	**146,000**	**122,000**
506-4320-061-58-1200	CAPITAL LEASE PRINCIPAL	-	-	17,577	-	-	25,800
506-4320-061-58-2000	2017 IDA BOND INTEREST	289,155	275,032	794,160	110,125	792,446	792,446
506-4320-061-58-9990	DEPRECIATION EXPENSE	445,587	445,587	-	-	-	-
Total Other		**734,741**	**720,618**	**811,737**	**110,125**	**792,446**	**818,246**
Total Appropriations		**1,404,048**	**1,498,925**	**1,724,724**	**490,961**	**1,556,658**	**1,678,348**

061 - WWTP - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(1,143,462)	(288,202)	87,432	(320,765)	-	
506-34-4212	COST RECOVERY FEE	1,448,391	930,754	900,000	769,083	-	1,000,000
506-34-4256	SEPTIC HAULS	115,285	83,225	100,000	28,625	-	-
506-36-1005	INTEREST ON INVESTMENT	77	157	-	128	-	100
506-38-9001	WWT REUSE METER SALES	43,750	31,875	31,000	13,750	-	30,000
506-38-9005	MISCELLANEOUS REVENUE	725	980	1,500	140	-	-
506-38-9016	CASH CARRY-FORWARD	-	-	125,000	-	-	-
506-39-1103	OPERATING XFER IN (FROM SPECIA	939,282	740,135	479,792	-	-	537,248
506-39-3500	PROCEEDS FROM CAPITAL LEASE	-	-	87,432	-	-	111,000
Total Revenues		**1,404,048**	**1,498,925**	**1,812,156**	**490,961**	**-**	**1,678,348**
Net Surplus/(Deficit)		**-**	**-**	**87,432**	**-**		**-**

061 - WWTP - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

065 - SPLOST Technology - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		-	-	-	-	-	-
		-	-	-	-	-	-
Total Services		-	-	-	-	-	-
		-	-	-	-	-	-
Total Supplies		-	-	-	-	-	-
321-1535-065-54-2410	SERVERS AND INHOUSE	-	-	-	-	-	-
321-3400-065-54-2410	PRISON SECURITY CAMERAS	-	-	-	-	-	-
Total Capital		-	-	-	-	-	-
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		-	-	-	-	-	-

065 - SPLOST Technology - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	-	-	-	-	-	-
	SPLOST FUND REVENUES	-	-	-	-	-	-
Total Revenues		-	-	-	-	-	-
Net Surplus/(Deficit)		-	-	-	-		-

065 - SPLOST Technology - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

099 - SPLOST Cities - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
321-9000-099-57-1001	SPLOST PAYMENTS TO CITIES	2,426,161	2,877,285	2,581,320	1,421,857	-	-
321-9000-099-57-1002	RINCON - FT HOWARD MILLAGE PMTS	-	210,509	-	-	5,000	5,000
Total Other		2,426,161	3,087,794	2,581,320	1,421,857	5,000	5,000
Total Appropriations		**2,426,161**	**3,087,794**	**2,581,320**	**1,421,857**	**5,000**	**5,000**

099 - SPLOST Cities - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	2,426,161	3,087,794	2,581,320	1,421,857	-	-
	SPLOST FUND REVENUES	-	-	-	-	-	5,000
Total Revenues		**2,426,161**	**3,087,794**	**2,581,320**	**1,421,857**	**-**	**5,000**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

099 - SPLOST Cities - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

100 - SPLOST Water & Sewer - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
321-4420-100-54-1405	WATER DIRECT DISCHARGE	-	-	3,000,000	-	2,000,000	500,000
321-4420-100-54-1406	WATER LINES	-	-	5,500,000	495,927	-	-
321-4420-100-54-1407	SEWER LINES	-	-	-	-	440,000	250,000
321-4420-100-54-1408	WATER METERS	-	114,945	-	-	-	-
Total Capital		**-**	**114,945**	**8,500,000**	**495,927**	**2,440,000**	**750,000**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**-**	**114,945**	**8,500,000**	**495,927**	**2,440,000**	**750,000**

100 - SPLOST Water & Sewer - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	-	114,945	8,500,000	495,927	-	-
	SPLOST FUND REVENUES	-	-	-	-	-	750,000
Total Revenues		**-**	**114,945**	**8,500,000**	**495,927**	**-**	**750,000**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

100 - SPLOST Water & Sewer - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

105 - Water & Sewer Operating - Appropriations

GL Account	GL Name	Actuals 2020	Actuals	2021	Budget 2022	Actuals 12/31/21	Dept Requeste 2023	Proposed	2023
Total Personnel		**-**		**-**	**-**	**-**	**-**		**-**
505-4441-105-52-1101	CONSULTANT	3,090		9,870	-	-	-		-
505-4441-105-52-1101-1	EOM CONTRACT	305,000		371,700	377,600	188,800	388,920		388,920
505-4441-105-52-1105	EQUIPMENT RENTAL	68,094		58,155	40,000	64,548	60,000		50,000
505-4441-105-52-1209	ENGINEER	-		14,588	18,000	14,306	20,000		18,000
505-4441-105-52-1316	WATER TIER 1	627,620		697,754	630,000	295,094	-		630,000
505-4441-105-52-1317	ECP WATER	1,052,135		1,084,182	1,000,000	592,145	-		1,000,000
505-4441-105-52-1318	WATER FLUSHING	69,025		41,359	100,000	14,751	-		100,000
505-4441-105-52-1321	COLLECTION FEES	95		44	-	23	-		-
505-4441-105-52-1323	WATER TESTING	11,230		11,230	12,000	5,615	13,000		13,000
505-4441-105-52-2201-1	FIRST SERVICES LABOR	8,343		12,300	10,000	9,436	15,000		13,000
505-4441-105-52-2203	R & M - EQUIPMENT	34,416		100,165	50,000	70,010	95,000		90,000
505-4441-105-52-2207	MAINT - SEWERLINES	-		14,640	-	-	-		-
505-4441-105-52-2208	COMPUTER MAINT. AGREEMENTS	1,750		1,750	2,000	875	-		-
505-4441-105-52-2210	STORM RELATED EXPENSES	-		-	-	-	20,000		-
505-4441-105-52-2321	OPERATING LEASES/RENTAL COPIER	60		182	-	90	-		-
505-4441-105-52-3101	PROPERTY INSURANCE-WATER & SEW	4,053		4,881	4,100	5,122	-		5,200
505-4441-105-52-3103	PROF/LAW/LIABILITY INSURANCE	-		207	-	-	-		-
505-4441-105-52-3201	TELEPHONE	4,772		4,951	5,150	2,494	-		5,000
505-4410-105-52-3916	BANK CHARGES	-		3	-	-	-		-
Total Services		**2,189,683**		**2,427,960**	**2,248,850**	**1,263,309**	**611,920**		**2,313,120**
505-4441-105-53-1101	OFFICE SUPPLIES	709		-	-	-	-		-
505-4441-105-53-1102	OPERATING SUPPLIES	144,158		158,449	120,000	117,847	135,000		135,000
505-4441-105-53-1102-2	OPERATING CHEMICALS	-		-	-	-	-		-
505-4441-105-53-1102-3	OPERATING LINE MAINT	2,037		2,502	50,000	8,975	50,000		40,000
505-4441-105-53-1102-4	OPERATING FIRE HYDRANT MAINT	-		-	-	-	-		-
505-4441-105-53-1102-5	OPERATING WATER METERS	203,780		247,159	203,000	-	250,000		250,000
505-4441-105-53-1102-6	OPERATING COMM METERS	28,218		37,391	18,000	-	30,000		30,000
505-4441-105-53-1104	POSTAGE	11,673		9,150	15,000	5,998	-		15,000
505-4441-105-53-1210	UTILITIES	92,569		109,455	90,000	52,630	-		114,927
Total Supplies		**483,143**		**564,105**	**496,000**	**185,450**	**465,000**		**584,927**
505-4441-105-54-1406	WATER LINES	-		-	-	-	125,000		125,000
505-4441-105-54-1406-22	ARPA SEWER FORCE MAIN HODGEVIL	-		-	-	39,185	-		-
505-4441-105-54-1407	SEWER LINES	-		-	-	-	4,960,000		120,000
505-4441-105-54-1407-3	GOSHEN PART B	-		-	-	-	50,000		50,000
505-4441-105-54-2502	OTHER EQUIPMENT	-		-	3,485,200	262,500	115,000		-
505-4441-105-54-3000	MASTER PLAN	-		-	300,000	104,440	100,000		100,000
Total Capital		**-**		**-**	**3,785,200**	**406,125**	**5,350,000**		**395,000**
505-4441-105-57-2010	CAPITAL COST RECOVERY PYMT-SAV	(3,600)		-	-	-	-		-
505-4441-105-58-2000	2017 IDA BOND INTEREST	444,919		423,188	1,221,967	169,448	1,219,328		1,219,328
505-4441-105-58-9990	DEPRECIATION EXPENSE	583,204		583,204	-	-	-		-
Total Other		1,024,523		1,006,392	1,221,967	169,448	1,219,328		1,219,328
Total Appropriations		**3,697,349**		**3,998,457**	**7,752,017**	**2,024,331**	**7,646,248**		**4,512,375**

105 - Water & Sewer Operating - Revenues

GL Account	GL Name	2020 Actuals	2021	2022	12/31/21	202	23
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(956,758)	(933,465)	-	(658,936)	-	-
505-33-4215	FEMA	-	-	-	-	-	-
505-34-4212	COST RECOVERY FEES	960,849	675,683	650,000	535,673	-	700,000
505-34-4213	METER SALES	316,348	209,982	215,000	132,730	-	240,000
505-34-4215	WATER BILLING	1,016,235	1,236,859	1,100,000	614,651	-	1,200,000
505-34-4215-1	ALLOWANCE FOR DOUBTFUL REVENUE	(5,515)	(3,205)	(3,300)	402	-	(5,000)
505-34-4218	ECP REVENUE	1,052,135	1,084,182	835,000	474,917	-	900,000
505-34-4219	PENALTIES - WATER	33,408	60,171	55,000	34,061	-	60,000
505-34-4255	SEWER BILLING	867,311	1,066,387	770,000	520,419	-	860,000
505-34-4256	REUSE METERS	307,267	305,259	207,000	320,552	-	300,000
505-34-4259	PENALTIES-SEWER	31,768	53,284	47,000	31,240	-	50,000
505-34-4258	PENALTIES-REUSE	-	815	-	1,059	-	1,000
505-36-1005	INTEREST ON INVESTMENT	57	77	10	39	-	100
505-38-9005	MISCELLANEOUS REVENUE	31,395	51,440	30,000	17,525	-	32,000
505-38-9016	CASH CARRY-FORWARD	-	-	3,410,200	-	-	-
505-38-9020	CAPITAL COST RECOVERY FEES - R	(126,303)	3,056	100,000	-	-	-
505-39-1107	OPERATING XFER IN SPECIAL TAX	169,153	187,932	336,107	-	-	174,275
Total Revenues		**3,697,349**	**3,998,457**	**7,752,017**	**2,024,331**	**-**	**4,512,375**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

105 - Water & Sewer Operating - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

106 - Water Projects - Appropriations

GL Account	GL Name	2020 Actuals	2021	2022	12/31/21	2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
507-4441-106-52-1202	ATTORNEY & PROFESSIONAL SERVICES	1,300	1,900	-	-	-	-
Total Services		**1,300**	**1,900**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
507-4441-106-54-1406-1	OLD AUGUSTA CONSTRUCTION	-	-	-	-	-	-
507-4441-106-54-1407-1	SPRAYFIELD CONSTRUCTION	-	-	450,000	-	450,000	450,000
507-4441-106-54-1407-2	SPRAYFIELD ENGINEERING	-	-	30,000	-	30,000	30,000
507-4441-106-54-1408-1	STATION UPGRADES & REPAIRS	-	-	990,822	68,663	2,300,000	2,300,000
507-4441-106-54-1408-2	STATION ENGINEERING	10,619	-	40,000	3,560	90,000	90,000
507-4441-106-54-1409-1	HODGEVILLE EXT. CONSTRUCTION	-	-	450,000	-	450,000	100,000
507-4441-106-54-1409-2	HODGEVILLE EXT. ENGINEERING	-	-	50,000	-	50,000	40,000
507-4441-106-54-1410-1	BOOSTERS & TOWERS CONSTRUCTION	-	-	1,450,000	69,636	1,000,000	116,000
507-4441-106-54-1410-2	BOOSTERS & TOWERS ENGINEERING	-	-	50,000	12,741	70,000	-
507-4441-106-54-1411-1	LOOPING & EXT. CONSTRUCTION	-	-	-	-	-	-
507-4441-106-54-1411-2	LOOPING & EXT. ENGINEERING	-	-	60,000	9,790	100,000	50,000
507-4441-106-54-1412	WWTP REPAIRS & UPGRADES	-	-	200,000	68,741	-	24,000
Total Capital		**10,619**	**-**	**3,770,822**	**233,131**	**4,540,000**	**3,200,000**
507-4441-106-56-1000	DEPRECIATION EXPENSE	16,713	21,295	-	-	25,000	25,000
Total Other		16,713	21,295	-	-	25,000	25,000
Total Appropriations		**28,632**	**23,195**	**3,770,822**	**233,131**	**4,565,000**	**3,225,000**

106 - Water Projects - Revenues

GL Account	GL Name	2020 Actuals	2021	2022	12/31/21	2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	28,632	23,195	-	233,131	-	-
507-36-1005	INTEREST ON INVESTMENT	87,288	3,923	-	938	-	1,000
507-38-9015	CASH CARRY FORWARD	-	-	3,770,822	-	-	3,224,000
Total Revenues		**115,920**	**27,117**	**3,770,822**	**234,069**	**-**	**3,225,000**
Net Surplus/(Deficit)		**87,288**	**3,923**	**-**	**938**		**-**

106 - Water Projects - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

153 - DATE - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
204-3451-153-52-1101	CONSULTANT	-	-	10,400	-	10,400	10,400
204-3451-153-52-1102	SUPERIOR COURT REV PROGRAM	1,041	-	2,500	-	2,500	2,500
204-3451-153-52-2321	ANKLE MONITORING	1,179	-	-	-	-	-
204-3451-153-52-3301	ADVERTISEMENT	10,516	5,833	5,000	4,126	5,000	5,000
Total Services		**12,736**	**5,833**	**17,900**	**4,126**	**17,900**	**17,900**
204-3451-153-53-1102	OPERATING SUPPLIES	9,165	10,002	6,000	2,619	6,000	-
Total Supplies		**9,165**	**10,002**	**6,000**	**2,619**	**6,000**	**-**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		**21,901**	**15,835**	**23,900**	**6,745**	**23,900**	**17,900**

153 - DATE - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(5,167)	(9,246)	-	(3,343)	-	-
204-35-1205	DRUG ABUSE & TREATMENT EDUCATI	27,061	25,073	26,000	10,084	-	17,900
204-36-1005	INTEREST ON INVESTMENT	7	8	-	5	-	-
204-38-9015	CASH CARRY-FORWARD	-	-	(2,100)	-	-	-
Total Revenues		**21,901**	**15,835**	**23,900**	**6,745**	**-**	**17,900**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

153 - DATE - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

219 - Sheriff Special Revenue - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
Total Personnel		-	-	-	-	-	-
219-3326-017-52-3900-1	PUBLIC SAFETY IR	374,745	396,355	500,000	-	500,000	500,000
Total Services		**374,745**	**396,355**	**500,000**	**-**	**500,000**	**500,000**
		-	-	-	-	-	-
Total Supplies		-	-	-	-	-	-
219-3326-017-54-2500	OTHER EQUIPMENT	-	-	-	-	-	-
Total Capital		-	-	-	-	-	-
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		**374,745**	**396,355**	**500,000**	**-**	**500,000**	**500,000**

219 - Sheriff Special Revenue - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(60,316)	(7,272)	-	-	-	-
219-34-2300-1	CHARGES FOR SERVICES IR	429,144	401,535	500,000	-	-	500,000
219-34-2300-2	CHARGES FOR SERVICES PH	-	-	-	-	-	-
219-34-2300-3	CHARGES FOR SERVICES SH	-	-	-	-	-	-
219-35-1360	PROCEEDS SEIZED ASSETS	5,917	2,092	-	-	-	-
219-37-1000-1	DONATIONS EB	-	-	-	-	-	-
219-37-1000-2	DONATIONS PL	-	-	-	-	-	-
219-37-1000-3	DONATIONS CP	-	-	-	-	-	-
Total Revenues		**374,745**	**396,355**	**500,000**	**-**	**-**	**500,000**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

219 - Sheriff Special Revenue - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

223 - Dry Waste & Recycling Center - Appropriations

GL Account	GL Name	2020 Actuals	2021	2022	12/31/21	202	23
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
545-4310-223-52-1314	SOLID WASTE COLL.-LANDFILL	43,241	43,015	60,000	14,166	50,000	50,000
Total Services		**43,241**	**43,015**	**60,000**	**14,166**	**50,000**	**50,000**
545-4310-223-53-1210	UTILITIES	8,321	8,273	7,390	3,939	9,000	8,687
Total Supplies		**8,321**	**8,273**	**7,390**	**3,939**	**9,000**	**8,687**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
545-4310-223-56-1000	DEPRECIATION EXPENSE	9,602	9,602	-	-	10,000	10,000
Total Other		9,602	9,602	-	-	10,000	10,000
Total Appropriations		**61,164**	**60,890**	**67,390**	**18,105**	**69,000**	**68,687**

223 - Dry Waste & Recycling Center - Revenues

GL Account	GL Name	2020 Actuals	2021	2022	12/31/21	2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(6,253)	(3,799)	-	17,555	-	
545-34-4115	LANDFILL OTHER	1,413	586	1,900	548	-	1,000
545-36-1005	INTEREST ON INVESTMENT	3	3	-	2	-	-
545-38-9005	MISCELLANEOUS REVENUE	-	-	-	-	-	-
545-39-1105	OPERATING XFER IN (FROM GF)	66,000	64,100	65,490	-	-	67,687
Total Revenues		**61,164**	**60,890**	**67,390**	**18,105**	**-**	**68,687**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

223 - Dry Waste & Recycling Center - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

230 - Juvenile Services - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
230-3460-230-52-3900	JUVENILE EXPENSES	-	2,250	2,500	-	2,500	2,500
Total Services		**-**	**2,250**	**2,500**	**-**	**2,500**	**2,500**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**-**	**2,250**	**2,500**	**-**	**2,500**	**2,500**

230 - Juvenile Services - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(2,075)	(424)	-	(1,495)	-	-
230-35-1161	JUVENILE SERVICES FUND FINES	2,070	2,669	2,500	1,493	-	2,500
230-36-1005	INTEREST ON INVESTMENT	5	5	-	2	-	-
Total Revenues		**0**	**2,250**	**2,500**	**(0)**	**-**	**2,500**
Net Surplus/(Deficit)		**0**	**-**	**-**	**(0)**		**-**

230 - Juvenile Services - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

231 - American Rescue Plan Act - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
231-2150-231-54-2500	JUDICIAL COMPLEX AUDIO & VIDEO	-	-	-	-	250,000	250,000
231-4320-231-54-2100	WWTP RAS PUMP & MOTOR	-	-	-	-	-	25,000
231-4320-231-54-2101	WWTP HEADWORKS UPGRADE	-	-	-	-	-	50,000
231-4320-231-54-2102	WWTP BELT PRESS UPGRADE	-	-	-	-	-	42,080
231-4441-231-54-1400	WATER LOOPING EXTENSION	-	-	-	-	4,200,000	4,189,022
231-4441-231-54-1402	SANITARY SEWER FORCE MAIN ENGINEERIN	-	-	-	-	140,000	40,000
231-4441-231-54-1403	SANITARY SEWER FORCE MAIN CONSTRUCT	-	-	-	-	2,777,700	6,834,000
231-4441-231-54-1404	INFLOW & INFILTRAION (I&I) REPAIRS	-	-	-	-	-	185,360
Total Capital		**-**	**-**	**-**	**-**	**7,367,700**	**11,615,462**
231-4400-231-61-1001	OPERATING XFER OUT (WATER & SE	-	50,820	-	-	-	-
Total Other		-	50,820	-	-	-	-
Total Appropriations		**-**	**50,820**	**-**	**-**	**7,367,700**	**11,615,462**

231 - American Rescue Plan Act - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	-	-	-	-	-	-
231-33-2100	AMERICAN RESCUE PLAN ACT (ARPA	-	50,820	-	-	-	11,615,462
Total Revenues		**-**	**50,820**	**-**	**-**	**-**	**11,615,462**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

231 - American Rescue Plan Act - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

236 - State Drug Account - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
211-3306-236-53-1102	OPERATING SUPPLIES	-	-	50,000	-	50,000	50,000
211-3306-236-53-1702	GENERAL - STATE CONDEMNA	5,917	2,092	-	2,250	-	-
Total Supplies		**5,917**	**2,092**	**50,000**	**2,250**	**50,000**	**50,000**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		**5,917**	**2,092**	**50,000**	**2,250**	**50,000**	**50,000**

236 - State Drug Account - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(955)	(555)	-	(0)	-	-
211-35-2202	STATE CONDEMNATION FUNDS	6,871	2,646	50,000	2,250	-	50,000
211-36-1005	INTEREST ON INVESTMENT	1	1	-	0	-	-
Total Revenues		**5,917**	**2,092**	**50,000**	**2,250**	**-**	**50,000**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

236 - State Drug Account - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

240 - Jail Construction & Staffing - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
240-1565-014-53-1102	OPERATING SUPPLIES	-	-	60,000	-	60,000	60,000
Total Supplies		**-**	**-**	**60,000**	**-**	**60,000**	**60,000**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
240-1565-014-61-1001	OPERATING XFER OUT (DEBT SERVI	-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**-**	**-**	**60,000**	**-**	**60,000**	**60,000**

240 - Jail Construction & Staffing - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(60,922)	(51,821)	-	(33,025)	-	-
240-35-1210	JAIL BLDG FUND & INTEREST	60,909	51,801	60,000	33,012	-	60,000
240-36-1005	INTEREST ON INVESTMENT	14	20	-	13	-	-
Total Revenues		**0**	**0**	**60,000**	**(0)**	**-**	**60,000**
Net Surplus/(Deficit)		**0**	**0**	**-**	**(0)**		**-**

240 - Jail Construction & Staffing - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

245 - Prison Commissary - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
245-3420-245-52-3901	COST OF GOODS SOLD	180,885	211,790	180,000	-	220,000	220,000
Total Services		**180,885**	**211,790**	**180,000**	**-**	**220,000**	**220,000**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**180,885**	**211,790**	**180,000**	**-**	**220,000**	**220,000**

245 - Prison Commissary - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	-	-	-	-	-	-
245-34-2300	CHARGES FOR SERVICES	-	-	-	-	-	-
245-34-2301	COMMISSARY SALES	180,885	211,790	180,000	-	-	220,000
Total Revenues		**180,885**	**211,790**	**180,000**	**-**	**-**	**220,000**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

245 - Prison Commissary - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

272 - Development Services - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requeste 2023	Proposed 2023
272-7401-024-51-1100-1	SALARIES	516,464	557,624	630,728	300,493	880,740	801,177
272-7401-024-51-1101-1	RAISES	-	-	-	-	-	18,787
272-7401-024-51-1300-1	OVERTIME	5,302	3,300	-	2,032	-	-
272-7401-024-51-2101-1	MEDICAL/LIFE INSURANCE	3,921	3,801	3,818	2,581	5,118	4,468
272-7401-024-51-2102-1	HEALTH INSURANCE	100,922	136,589	190,757	68,568	242,737	194,341
272-7401-024-51-2200-1	PAYROLL TAXES	37,201	40,051	48,251	21,920	67,377	62,727
272-7401-024-51-2401-1	RETIREMENT	24,470	28,428	37,484	13,948	36,525	48,838
272-7401-024-51-2600-1	UNEMPLOYMENT	411	570	598	123	738	668
272-7401-024-51-2700-1	WORKMEN'S COMPENSATION	6,746	6,644	6,772	3,381	6,474	6,142
Total Personnel		**695,437**	**777,007**	**918,407**	**413,046**	**1,239,709**	**1,137,147**
272-7401-024-52-1101	CONSULTANT	-	85,500	180,000	60,824	-	-
272-7401-024-52-1202	ATTORNEY & PROFESSIONAL SERVIC	-	2,005	-	-	-	-
272-7401-024-52-1209	ENGINEERING SERVICES	176,307	188,532	310,720	117,986	290,000	290,000
272-7401-024-52-1306	PEST CONTROL	-	731	1,460	-	-	-
272-7401-024-52-2201-1	R&M FIRST SERV VECH MAINT	5,847	7,206	4,500	7,021	4,500	4,500
272-7401-024-52-2202	R&M - GENERAL(BUILDING)	476	165	-	385	-	-
272-7401-024-52-2205	VEHICLE ACCIDENT	-	-	-	-	-	-
272-7401-024-52-2211	COVID RELATED EXPENSES	-	200	-	-	-	-
272-7401-024-52-2321	OPERATING LEASES/RENTAL COPIER	4,330	4,601	4,235	2,699	4,235	5,000
272-7401-024-52-3101	PROPERTY INSURANCE	215	259	216	272	272	300
272-7401-024-52-3102-1	AUTO, TRK, EQ - INSURANCE	5,293	5,293	5,300	5,251	5,251	5,500
272-7401-024-52-3103-1	PROF/GEN/LAW LIABINSURAN	3,884	4,037	3,900	4,350	4,350	4,500
272-7401-024-52-3201	TELEPHONE	9,404	8,218	8,455	3,614	9,000	8,500
272-7401-024-52-3301	ADVERTISEMENT	2,540	-	-	-	-	-
272-7401-024-52-3301-1	ADVERTISEMENT	1,406	5,520	2,600	2,740	3,400	3,400
272-7401-024-52-3701	PER DIEM & TRAVEL	2,395	835	6,000	1,967	4,400	4,400
272-7401-024-52-3702	TRAINING SCHOOLS & SEMINA	4,107	2,603	6,000	6,365	9,100	9,100
272-7401-024-52-3705	MEMBERSHIP DUES	303	2,139	3,000	538	3,000	3,000
272-7401-024-52-4000	RETURNED CHECK EXPENSE	-	-	-	-	-	-

Total Services		**216,505**	**317,845**	**536,386**	**214,013**	**337,508**	**338,200**
272-7401-024-53-1101	OFFICE SUPPLIES	9,261	8,692	9,000	6,213	9,400	0
272-7401-024-53-1102	OPERATING SUPPLIES	4,752	2,024	5,800	3,073	5,000	0
272-7401-024-53-1103	JANITORIAL SUPPLIES	-	37	-	-	-	-
272-7401-024-53-1104	POSTAGE	1,331	2,184	2,200	654	2,500	2,500
272-7401-024-53-1210-1	UTILITIES	360	195	450	90	-	-
272-7401-024-53-1270	GAS & DIESEL FUEL	10,470	12,157	11,500	7,893	13,000	17,000
272-7401-024-53-1301-2	GROCERIES	-	169	-	253	-	-
272-7401-024-53-1402	PRINTING & PUBLICATIONS	70	-	-	-	870	900
272-7401-024-53-1701-1	UNIFORMS	334	-	500	-	3,000	3,000
Total Supplies		**26,579**	**25,458**	**29,450**	**18,176**	**33,770**	**38,200**
272-7401-024-54-2201	AUTOS & TRUCKS	-	-	49,725	5	224,000	68,000
272-7401-024-54-2502	OTHER EQUIPMENT	-	-	-	-	-	-
Total Capital		**-**	**-**	**49,725**	**5**	**224,000**	**68,000**
272-7401-024-58-1200	CAPITAL LEASE PRINCIPAL	-	-	9,624	-	27,601	27,601
Total Other		-	-	9,624	-	27,601	27,601
Total Appropriations		**938,521**	**1,120,310**	**1,543,592**	**645,239**	**1,862,588**	**1,609,149**

272 - Development Services - Revenues

GL Account	GL Name	2020 Actuals	2021	2022	12/31/21	2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(631,080)	(687,070)	49,725	(375,768)	-	-
272-32-3100	BUILDING PERMITS	1,173,499	1,266,027	1,000,000	842,511	-	1,320,149
272-32-3121	REZONING FEES	20,800	23,400	20,000	13,400	-	20,000
272-32-3122	SUBDIVISION FEES	79,028	91,547	75,000	85,385	-	80,000
272-32-3140	INSPECTION & ELECTRL FEES	61,350	66,725	45,000	47,300	-	60,000
272-32-3190	CULVERT INSPECTIONS	9,080	11,130	10,000	5,820	-	10,000
272-33-4215	FEMA	3,352	-	-	-	-	-
272-34-1300	LAND DISTRIBUTING ACTIVITY	48,920	68,107	60,000	26,449	-	50,000
272-34-1400	COPIES	-	-	-	-	-	-
272-36-1005	INTEREST ON INVESTMENT	4,182	132	1,000	82	-	1,000
272-38-9005	MISCELLANEOUS REVENUE	30	-	30	60	-	-
272-38-9015	CASH CARRY FORWARD	-	-	-	-	-	-
272-39-1105	OPERATING XFER IN (SPECIAL TAX	169,360	280,311	282,837	-	-	-
272-39-3500	PROCEEDS FROM CAPITAL LEASE	-	-	49,725	-	-	68,000
Total Revenues		**938,521**	**1,120,310**	**1,593,317**	**645,239**	**-**	**1,609,149**
Net Surplus/(Deficit)		**-**	**-**	**49,725**	**-**		**(0)**

272 - Development Services - Personnel

Title	Elected	FT - Exempt	FT - Regular	PT		Total
ASSISTANT COUNTY MANAGER		1				**1**
DIRECTOR OF DEVELOPMENT SERVICES		1				**1**
BUILDING INSPECTOR			3			**3**
BUILDING OFFICIAL		1				**1**
CODE ENFORCEMENT OFFICER			2			**2**
INSPECTOR PLAN REVIEW			1			**1**
PROCESS MANAGER		1				**1**
PERMIT TECHNICIAN			1			**1**
PLANNING AND ZONING MANAGER		1				**1**
PLANNER			1			**1**
ZONING BOARD				5		**5**
ZONING TECHNICIAN			1			**1**
Total Personnel	**0**	**5**	**9**	**5**		**19**

273 - Senior Citizens Activity - Appropriations

GL Account	GL Name	2020 Actuals	2021	2022	12/31/21	202	23
273-5520-032-51-1100	SALARIES	70,031	73,138	80,863	35,065	108,191	108,191
273-5520-032-51-1101	RAISES	-	-	-	-	-	5,410
273-5520-032-51-1300	OVERTIME	-	307	-	-	-	-
273-5520-032-51-2101	MEDICAL/LIFE INSURANCE	542	520	650	292	975	975
273-5520-032-51-2102	HEALTH INSURANCE	19,439	26,516	29,643	18,318	63,362	64,244
273-5520-032-51-2200	PAYROLL TAXES	5,053	5,486	6,186	2,482	8,277	8,690
273-5520-032-51-2401	RETIREMENT	2,416	3,369	3,690	1,631	5,562	5,840
273-5520-032-51-2600	UNEMPLOYMENT	131	143	105	6	141	141
273-5520-032-51-2700	WORKMEN'S COMPENSATION	503	551	606	265	811	841
Total Personnel		**98,116**	**110,031**	**121,744**	**58,058**	**187,319**	**194,332**
273-5520-032-52-1306	PEST CONTROL	30	60	-	-	-	-
273-5520-032-52-2202	R & M - GENERAL(BUILDING)	30	-	-	-	-	-
273-5520-032-52-3103	PROF/GEN/LAW LIAB\INSURAN	645	536	650	577	-	650
Total Services		**705**	**596**	**650**	**577**	**-**	**650**
273-5520-032-53-1101	OFFICE SUPPLIES	525	-	-	-	-	-
273-5520-032-53-1105	CRAFT PROGRAM	10,928	6,777	8,000	2,973	8,000	8,000
Total Supplies		**11,453**	**6,777**	**8,000**	**2,973**	**8,000**	**8,000**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		**-**	**-**	**-**	**-**	**-**	**-**
Total Appropriations		**110,274**	**117,403**	**130,394**	**61,609**	**195,319**	**202,982**

273 - Senior Citizens Activity - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(11,576)	(1,961)	0	56,572	-	-
273-36-1005	INTEREST ON INVESTMENT	6	7	-	4	-	-
273-38-9001	CRAFT PROGRAM REVENUE	13,017	5,930	3,500	5,033	-	6,000
273-38-9005	MISCELLANEOUS REVENUE	-	-	-	-	-	-
273-39-1100	OPERATING XFER IN FROM GF	-	-	126,894	-	-	-
273-39-1103	OPERATING XFER IN FROM SPECIAL	108,828	113,427	-	-	-	196,982
Total Revenues		**110,274**	**117,403**	**130,394**	**61,609**	**-**	**202,982**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

273 - Senior Citizens Activity - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
	ACTIVITIES INSTRUCTOR			1			**1**
	NUTRITION AID/INSTRUCTOR			2	1		**3**
Total Personnel		**0**	**0**	**3**	**1**		**4**

274 - Hospital Indigent - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
274-5110-274-57-2015	HOSPITAL DISBURSEMENT	3,551,470	3,553,588	3,600,000	1,782,263	3,600,000	3,600,000
274-5110-274-57-2016	COVID CRITICAL NEED PAYMENTS	-	-	-	692,000	-	-
274-5110-274-61-1001	OPERATING XFER OUT (GF)	-	-	-	-	-	-
Total Other		3,551,470	3,553,588	3,600,000	2,474,263	3,600,000	3,600,000
Total Appropriations		**3,551,470**	**3,553,588**	**3,600,000**	**2,474,263**	**3,600,000**	**3,600,000**

274 - Hospital Indigent - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	4,226,517
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	3,395,707	3,386,147	3,524,916	2,438,860	-	-
274-35-1110	COURT FINES	139,381	166,763	75,084	35,341	-	70,000
274-36-1005	INTEREST ON INVESTMENT	16,383	678	-	62	-	1,000
274-38-9015	CASH CARRY FORWARD	-	-	-	-	-	(697,517)
Total Revenues		**3,551,470**	**3,553,588**	**3,600,000**	**2,474,263**	**-**	**3,600,000**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**(0)**

274 - Hospital Indigent - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

276 - Hotel/Motel Tax - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
276-7520-276-57-2000	HOTLE/MOTEL TAX DISBURSEMENTS	12,999	11,908	15,000	7,334	15,000	15,000
Total Other		12,999	11,908	15,000	7,334	15,000	15,000
Total Appropriations		**12,999**	**11,908**	**15,000**	**7,334**	**15,000**	**15,000**

276 - Hotel/Motel Tax - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	(3,250)	(2,977)	-	(4,176)	-	-
276-31-4100	HOTEL/MOTEL TAX REVENUE	16,248	14,885	15,000	11,510	-	15,000
Total Revenues		**12,999**	**11,908**	**15,000**	**7,334**	**-**	**15,000**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**-**

276 - Hotel/Motel Tax - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

322 - SPLOST 2021 - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requeste 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
322-1410-322-54-1303	ELECTIONS & REGISTRATION BUILDING	-	-	-	-	1,500,000	1,500,000
322-1510-322-54-2504	COUNTYWIDE SAFETY, SECURITY, TECH UPG	-	-	-	-	1,000,000	1,000,000
322-1565-322-54-1308	ADMINISTRATION BUILDING	-	-	-	-	2,000,000	2,000,000
322-2150-322-54-1200	JUDICIAL CENTER PARKING	-	-	-	-	600,000	600,000
322-2150-322-54-2503	HISTORIC COURTHOUSE AUDIO & VIDEO	-	-	-	-	200,000	200,000
322-2600-322-54-1307	JUVENILE COURT & VICTIM WINTNESS BUIL	-	-	-	-	1,300,000	1,300,000
322-2600-322-54-1310	JUVENILE JUSTICE BUILDING	-	-	-	-	200,000	200,000
322-3310-322-54-1309	SHERIFF OFFICE STORAGE BUILDING	-	-	-	-	100,000	100,000
322-3326-322-54-2501	JAIL CAMERA SYSTEM UPGRADE	-	-	-	-	200,000	200,000
322-3420-322-54-1312	PRISON MAINTENANCE BUILDING	-	-	-	-	200,000	200,000
322-3450-322-54-1311	PROBATION SERVICES BUILDING	-	-	-	-	200,000	200,000
322-3601-322-54-1305	EMS STATION - RINCON AREA	-	-	-	-	-	600,000
322-3601-322-54-1306	EMS HEADQUARTERS BUILDING	-	-	-	-	-	900,000
322-3601-322-54-2200	AMBULANCE REPLACEMENTS	-	-	-	-	630,000	900,000
322-3700-322-54-2502	CORONER MORGUE EQUIPMENT	-	-	-	-	106,000	100,000
322-3800-322-54-1304	EMERGENCY OPS & EMA BUILDING	-	-	-	-	1,300,000	1,300,000
322-3800-322-54-2500	E911 TECH & INFRASTRUCTURE UPGRADES	-	-	-	-	200,000	200,000
322-3910-322-54-1300	ANIMAL SHELTER BUILDING	-	-	-	-	-	1,500,000
322-5460-322-54-1302	SOCIAL SERVICES BUILDING	-	-	-	-	1,500,000	1,500,000
322-7130-322-54-1301	UGA EXTENSION BUILDING	-	-	-	-	1,500,000	1,500,000
322-6110-322-54-1201	CEM COMPLEX PHASE 2	-	-	-	-	15,000,000	5,000,000
322-6110-322-54-1313	CEM GYM ADDITIONS	-	-	-	-	240,000	240,000
322-6110-322-54-1202	PLAYGROUND UPGRADES	-	-	-	-	600,000	593,500
322-6110-322-54-1314	CLYO COMMUNITY CENTER	-	-	-	-	200,000	200,000
322-3510-322-54-1315	FIRE STATIONS	-	-	-	-	400,000	400,000
322-6110-322-54-1316	PARK IMPROVEMENTS	-	-	-	-	11,500,000	-
322-6110-322-54-2505	PARK MAINTENANCE EQUIPMENT	-	-	-	-	122,000	-
Total Capital		**-**	**-**	**-**	**-**	**40,798,000**	**22,433,500**
322-9000-322-57-1001	SPLOST PAYMENTS TO CITIES	-	-	-	-	2,559,288	2,559,288
322-9000-322-58-4000	BOND ISSUANCE COSTS	-	-	-	-	-	-
322-9000-322-61-1001	OPERATING XFER OUT (DEBT SERVICE)	-	-	-	-	2,761,625	2,761,625
Total Other		-	-	-	-	5,320,913	5,320,913
Total Appropriations		**-**	**-**	**-**	**-**	**46,118,913**	**27,754,413**

322 - SPLOST 2021 - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requeste 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	-	-	-	-	-	-
322-31-3205	SPLOST 2021	-	-	-	-	-	13,074,419
322-31-3211	SPLOST FROM EXCISE TAX	-	-	-	-	-	159,994
322-39-3100	GO BOND PROCEEDS	-	-	-	-	-	-
322-36-1005	INTEREST ON INVESTMENT	-	-	-	-	-	1,000
322-38-9015	CASH CARRY FORWARD	-	-	-	-	-	14,519,000
Total Revenues		**-**	**-**	**-**	**-**	**-**	**27,754,413**
Net Surplus/(Deficit)		**-**	**-**	**-**	**-**		**0**

322 - SPLOST 2021 - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

335 - TSPLOST - Appropriations

GL Account	GL Name	2020 Actuals	2021	2022	12/31/21	202	23
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Services		**-**	**-**	**-**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
335-4206-335-52-1209	ENGINEERING SERVICES	-	7,320	-	1,000	-	-
335-4206-335-54-1400	EFFINGHAM PARKWAY	-	-	5,000,000	19,388,051	-	-
335-4206-335-54-1401	TSPLOST County Projects	-	-	16,252,467	-	-	-
335-4206-335-54-1402	MCCALL AND BLUE JAY INTERSECTI	-	-	-	410,764	357,731	357,731
335-4206-335-54-1403	RIGHT OF WAY DRAINAGE IMPROVEM	-	-	-	5,000	495,000	495,000
335-4206-335-54-1404	OLD AUGUSTA RD	-	-	-	20,467	725,317	725,317
335-4206-335-54-1405	COURTHOUSE RD SR17 TO MIDLAND	-	-	-	7,185	418,308	418,308
335-4206-335-54-1406	ARCHER RD	-	-	-	5,666	524,170	524,170
335-4206-335-54-1407	BETHANY RD	-	-	-	8,785	1,051,890	1,051,890
335-4206-335-54-1408	BIRD RD	-	-	-	6,586	515,259	515,259
335-4206-335-54-1409	CLARK RD	-	-	-	5,513	471,108	471,108
335-4206-335-54-1410	CORINTH CHURCH RD	-	-	-	32,126	1,563,043	1,563,043
335-4206-335-54-1411	FLOYD AVE	-	-	-	7,258	595,091	595,091
335-4206-335-54-1412	OLD DIXIE HWY S	-	-	-	5,559	508,623	508,623
335-4206-335-54-1413	WHITAKER RD	-	-	-	5,801	461,760	461,760
335-4206-335-54-1414	TIMBERGATE LN, TRAIL, & DR	-	-	-	59	-	-
335-4206-335-54-1415	ABERCORN LANDING RD	-	-	-	59	-	-
335-4206-335-54-1416	BEECHER RD	-	-	-	59	-	-
335-4206-335-54-1417	EDGEWOOD RD	-	-	-	59	-	-
335-4206-335-54-1418	GEORGE RD	-	-	-	59	-	-
335-4206-335-54-1419	HARLEY RD	-	-	-	59	-	-
335-4206-335-54-1420	KELLY RD	-	-	-	59	-	-
335-4206-335-54-1421	LONG POND RD	-	-	-	59	-	-
335-4206-335-54-1422	MOUNT PLEASANT RD	-	-	-	732	-	-
335-4206-335-54-1423	RAILROAD AVE	-	-	-	59	-	-
335-4206-335-54-1424	RED MAPLE DR	-	-	-	59	-	-
335-4206-335-54-1425	REISER RD	-	-	-	59	-	-
335-4206-335-54-1426	ROBIN RD	-	-	-	59	-	-
335-4206-335-54-1427	ZETTLER LOOP RD	-	-	-	59	-	-
335-4206-335-54-1428	WALDHOUR RD	-	-	-	59	-	-
335-4206-335-54-1429	BLUE JAY TURN LANES @ MIDLAND RD	-	-	-	-	475,251	475,251
335-4206-335-54-1430	COURTHOUSE RD EXT MIDLAND RD INTERS	-	-	-	-	200,000	200,000
335-4206-335-54-1431	COURTHOUSE RD @ MCCALL REALIGN INTE	-	-	-	-	640,950	640,950
335-4206-335-54-1432	GOSHEN RD WIDENING FROM SR21 TO HOI	-	-	-	(35,500)	5,673,500	5,673,500
335-4206-335-54-1433	HODGEVILLE RD @ BLUE JAY TURN LANES	-	-	-	-	1,017,211	1,017,211
335-4206-335-54-1434	HODGEVILLE RD @ GOSHEN TURN LANES	-	-	-	-	529,611	529,611
335-4206-335-54-1435	HODGEVILLE RD @ KOLIC HELMEY TURN LA	-	-	-	-	960,911	960,911
335-4206-335-54-1436	KOLIC HELMEY @ SCHOOL TURN LANES	-	-	-	-	780,011	780,011
335-4206-335-54-1437	MCCALL RD @ LITTLE MCCALL RD TURN LAI	-	-	-	-	537,911	537,911
335-4206-335-54-1438	MIDLAND RD @ HWY 30 TURN LANES	-	-	-	-	490,251	490,251
335-4206-335-54-1440	OLD RIVER RD @ HWY 80 INTERSECTION	-	-	-	-	937,431	937,431
335-4206-335-54-1441	SCUFFLETOWN RD	-	-	-	362	178,827	178,827
335-4206-335-54-1442	MILL POND RD	-	-	-	-	-	-
335-4206-335-54-1443	HODGEVILLE RD RESURFACING	-	-	-	-	1,637,000	1,637,000
335-4206-335-54-1444	EAST-WEST CORRIDOR	-	-	-	-	500,000	500,000
Total Capital		**-**	**7,320**	**21,252,467**	**19,876,175**	**22,246,165**	**22,246,165**
335-4206-335-57-1000	TSPLOST PAYMENTS TO CITIES	-	3,569,029	4,548,620	-	-	741,574
335-4206-335-58-4000	ISSUANCE COSTS	-	221,500	-	-	-	-
335-4206-335-61-1000	OPERATING XFER OUT (DEBT SERVICE)	-	-	7,093,808	185,033	7,148,864	7,148,864
Total Other		-	3,790,529	11,642,428	185,033	7,148,864	7,890,438
Total Appropriations		**-**	**3,797,849**	**32,894,894**	**20,061,209**	**29,395,029**	**30,136,602**

335 - TSPLOST - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requeste 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	-	1,902,276	22,807,672	16,152,278	-	-
335-31-3500	TSPLOST	-	1,895,573	10,087,223	3,908,930	-	10,164,618
322-36-1005	INTEREST ON INVESTMENT	-	-	-	-	-	1,000
335-38-9015	CASH CARRY FORWARD	-	-	22,807,672	-	-	19,970,985
Total Revenues		**-**	**3,797,849**	**55,702,566**	**20,061,209**	**-**	**30,136,602**
Net Surplus/(Deficit)		**-**	**-**	**22,807,672**	**-**		**(0)**

335 -TSPLOST - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

560 - Stormwater - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
560-4910-560-52-1101	CONSULTANT	-	-	136,800	-	182,000	182,000
Total Services		**-**	**-**	**136,800**	**-**	**182,000**	**182,000**
560-4910-560-53-1102	OPERATING SUPPLIES	-	-	4,000	-	-	-
Total Supplies		**-**	**-**	**4,000**	**-**	**-**	**-**
560-4910-560-54-3000	MASTER PLAN	-	-	160,000	-	-	-
Total Capital		**-**	**-**	**160,000**	**-**	**-**	**-**
		-	-	-	-	-	-
Total Other		-	-	-	-	-	-
Total Appropriations		**-**	**-**	**300,800**	**-**	**182,000**	**182,000**

560 - Stormwater - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	-	-	80,000	-	-	-
560-33-4110	CIG Grant	-	-	80,000	-	-	-
560-39-1000	OPERATING XFER IN (FROM SPECIAL TAX DI	-	-	220,800	-	-	182,000
Total Revenues		**-**	**-**	**380,800**	**-**	**-**	**182,000**
Net Surplus/(Deficit)		**-**	**-**	**80,000**	**-**		**-**

560 -Stormwater - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

600 - Self-funded Insurance - Appropriations

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
		-	-	-	-	-	-
Total Personnel		**-**	**-**	**-**	**-**	**-**	**-**
600-1541-600-52-1100	ADMIN FEES	-	49,849	-	63,544	-	-
600-1541-600-52-1200	CLAIMS	-	1,776,451	6,503,655	1,930,205	6,503,655	7,142,431
600-1541-600-52-3100	STOP LOSS INSURANCE	-	480,958	-	410,503	-	-
600-1541-600-52-3916	BANK CHARGES	-	55	-	89	-	-
Total Services		**-**	**2,307,313**	**6,503,655**	**2,404,341**	**6,503,655**	**7,142,431**
Total Supplies		**-**	**-**	**-**	**-**	**-**	**-**
Total Capital		**-**	**-**	**-**	**-**	**-**	**-**
Total Other		-	-	-	-	-	-
Total Appropriations		**-**	**2,307,313**	**6,503,655**	**2,404,341**	**6,503,655**	**7,142,431**

600 - Self-funded Insurance - Revenues

GL Account	GL Name	Actuals 2020	Actuals 2021	Budget 2022	Actuals 12/31/21	Dept Requested 2023	Proposed 2023
	PROPERTY TAX, TAVT, & PENALTIES	-	-	-	-	-	-
	LOCAL OPTION SALES TAX (LOST)	-	-	-	-	-	-
	OTHER GENERAL REVENUES	-	-	-	-	-	-
	COMBINED REVENUES PRIOR YEAR	-	2,056,570	6,503,655	2,178,143	-	-
600-34-1800	ER PAID MAJOR MEDICAL	-	2,176,211	6,503,655	1,987,948	-	7,142,431
600-34-1810	ER PAID THIRD PARTY ADMINISTRATOR FEE	-	71,690	-	66,995	-	-
600-34-1820	ER PAID STOP LOSS INSURANCE	-	477,623	-	438,279	-	-
600-34-1830	EE PAID HEALTH INSURANCE	-	250,742	-	226,198	-	-
Total Revenues		**-**	**5,032,837**	**13,007,310**	**4,897,564**	**-**	**7,142,431**
Net Surplus/(Deficit)		**-**	**2,725,524**	**6,503,655**	**2,493,223**		**-**

600 - Self-funded Insurance - Personnel

	Title	Elected	FT - Exempt	FT - Regular	PT		Total
							0
Total Personnel		**0**	**0**	**0**	**0**		**0**

STATE OF GEORGIA
COUNTY OF EFFINGHAM

FISCAL YEAR 2023 BUDGET ORDINANCE

AN ORDINANCE TO ADOPT THE FISCAL YEAR 2023 BUDGET FOR EACH FUND OF EFFINGHAM COUNTY, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH FUND WITHIN SAID BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF PROJECTED REVENUE, ESTABLISHING THE LEGAL LEVEL OF CONTROL WITHIN EACH FUND/DEPARTMENT, PROHIBITING EXPENDITURES AND EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE, AUTHORIZING IMPLEMENTATION OF CERTAIN REVENUE FEES, PERSONNEL IMPROVEMENTS, PUBLIC SAFETY IMPROVEMENTS, AND FOR OTHER PURPOSES

WHEREAS, as used in this ordinance, the term:

(1) "Budget" means a plan of financial operation embodying an estimate of proposed expenditures during a budget period and the proposed means of financing them;

(2) "Budget period" means Fiscal Year 2023, more particularly defined as the fiscal year beginning on July 1, 2022 and ending on June 30, 2023;

(3) "Capital projects fund" means a fund used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed by resources from proprietary type activities which are accounted for in enterprise funds or those financed with funds held by the local government in a trustee capacity;

(4) "Debt service fund" means a fund used to account for the accumulation of resources for and the payment of general long-term debt principal and interest;

(5) "Department" means a departmental unit for which funding is allocated by the Board of Commissioners of Effingham County, including, but not limited to, departments operated by other elected or appointed officials, such as the Board of Assessors, Board of Equalization, Board of Elections and Registrations, Sheriff, Magistrate Court, Probate Court, State Court, Solicitor General, Superior Court Clerk, and Tax Commissioner.

(6) "Enterprise fund" means a fund used to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing authority is that the costs (meaning expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges or where the governing authority has decided that periodic determination of revenues earned, expenses incurred, or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes

(7) "Fiduciary fund" means those trust and agency funds used to account for assets held by a local government in a trustee capacity or as an agent for individuals, private organizations, other governmental units, or other funds;

(8) "Fund" means a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which is segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, restrictions, or limitations;

(9) "General fund" means the fund used to account for all financial resources except those required to be accounted for in another fund;

(10) "Governing authority" means the Board of Commissioners of Effingham County, Georgia;

(11) "Internal service fund" means a fund used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the governmental unit or to other governmental units on a cost-reimbursement basis;

(12) "Legal level of control" means the lowest level of budgetary detail at which a department head or elected official may not reassign resources without approval of the Board of Commissioners;

(13) "Special revenue fund" means a fund used to account for the proceeds of specific revenue sources, other than those for major capital projects or those held by the government in a trustee capacity, that are legally restricted to expenditure for specified purposes;

(14) All funds are to be setup and financial transactions recorded in accordance with GAAP (Generally Accepted Accounting Principles) and GASB (Governmental Accounting Standards Board, and as prescribed by the State of Georgia Uniform Chart of Accounts. Accounts

WHEREAS, O.C.G.A. § 36-81-2(b)(1) and sound fiscal management practices require the Board of Commissioners to adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund in use by the local government; and

WHEREAS, O.C.G.A. § 36-81-2(b)(2) requires the Board of Commissioners adopt and operate under a project-length balanced budget for each capital projects fund in use by the government in the year that the project initially begins, and further requires that the project- length balanced budget shall appropriate total expenditures for the duration of the capital project; and

WHEREAS, a budget ordinance or resolution is balanced when the sum of estimated revenues and appropriated fund balances is equal to appropriations; and

WHEREAS, the County Manager of Effingham County has presented a proposed Fiscal Year 2023 budget to the Board of Commissioners for each of the several funds for which the Board of Commissioners is responsible, and

WHEREAS, the proposed Fiscal Year 2023 budget is an estimate of the financial requirements at the legal level of control for each fund requiring a budget and provides a

statement of the amount budgeted for anticipated revenues by source and the amount budgeted for expenditures at the legal level of control; and

WHEREAS, the proposed Fiscal Year 2023 budget proposes certain levies and charges to finance expenditures within each fund, and lists the anticipated revenues to be derived therefrom; and

WHEREAS, the proposed Fiscal Year 2023 budget projects that, within each fund, projected revenues including the use of fund balances shall equal proposed expenditures, and is therefore a balanced budget within each such fund; and

WHEREAS, the County Manager has further recommended certain revenue fees, personnel changes and improvements, and public safety improvements, for which funding is included in the several departmental budgets presented herewith, together;

WHEREAS, the County Manager has further recommended that a Legal Level of Control be established within each department's overall total of expenditures;

NOW THEREFORE, BE IT ORDAINED that the proposed Fiscal Year 2023 budget, as presented to the Board on June 07, 2022, and including amendments presented to the Board on June 21, 2022, is adopted and approved as the Fiscal Year 2023 Budget for Effingham County, Georgia. Said budget, which is on file with the Clerk of the Board of Commissioners, is adopted by reference and incorporated herein.

BE IT FURTHER ORDAINED that the several items of revenues, other financial resources, and sources of cash projected to be available as reflected in the Fiscal Year 2023 budget, together with the several amounts allocated for each fund for expenditures or expenses, are hereby approved at the line-item level and appropriated to the departments identified in each fund.

BE IT FURTHER ORDAINED that the legal level of control shall be set at the department level, and expenditures within each department shall not exceed the appropriations authorized by this budget,

BE IT FURTHER ORDAINED that the Board of Commissioners may amend the Fiscal Year 2023 budget so as to adapt to changing governmental needs during the budget period. Amendments shall be made as follows:

(1) Any increase in appropriation above the legal level of control of the Board of Commissioners, whether accomplished through a change in anticipated revenues in any fund or through a transfer or re-assignment of appropriations, shall require the approval of the Board of Commissioners by ordinance or resolution. Appropriation increases are to be brought before the board at least quarterly. The Manager my effect changes within the personnel budget of one or more departments as long as there is no increase in the amount appropriated by the Board within those departments. The Manager may make changes in percentages of personnel charged between funds, hold positions unfilled and or use emergency hire funding in department 11 to appropriate funds to individual departments funded by the general fund and special funds.

(2) Transfers of funds between funds and or expenditure appropriations within any fund below the legal level of control established by the Board of Commissioners

and or between county funds shall require only the approval of the Finance Director and County Manager; except that the Sheriff, Tax Commissioner, Magistrate Judge, Probate Court Judge, State Court Judge, Solicitor General, and Superior Court Clerk, as elected officials, may transfer or re-assign appropriations to their department within any expenditure category below the legal level of control upon written notice to the County Manager and Finance Director.

(3) The Board of Commissioners directs and authorizes the County Manager and the Finance Director to record revenue and expenditures in accordance with Generally Accepted Accounting Principles and the standards of the Governmental Accounting Standards Board, and as prescribed by the State of Georgia Uniform Chart of Accounts, to increase revenue budgets to reflect receipts exceeding those budgeted, and to facilitate the movement of funds for the operation of county government.

(4) The Board of Commissioners may amend the legal level of control to establish a more detailed level of budgetary control at any time during the budget period by ordinance or resolution.

(5) The Board of Commissioners directs and authorizes the County Manager and the Finance Director to review and use forfeitures for the reduction of current expense and or repayment of errors.

BE IT FURTHER ORDAINED that no expenditure shall be made from funds appropriated by the Board of Commissioners except in accordance with all federal and state laws and regulations, and ordinances, resolutions, and policies adopted by the Board of Commissioners governing expenditures for capital improvements, goods, supplies, and services.

SO ORDAINED by the Effingham County Board of Commissioners this 21st day of June 2022

ATTEST:

_____
Wesley Corbitt, Chairman

ATTEST:

_____
Stephanie Johnson, County Clerk

FIRST READING:

June 07, 2022

SECOND READING:

June 21, 2022

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BETWEEN
EFFINGHAM COUNTY
AND
EFFINGHAM COUNTY HOSPITAL AUTHORITY

THIS AMENDED AND RESTATED CONTRACT, made and entered into as of _____, 2022, by and between EFFINGHAM COUNTY (the "**County**"), a political subdivision of the State of Georgia, and the EFFINGHAM COUNTY HOSPITAL AUTHORITY (the "**Authority**") a body corporate and politic of the State of Georgia (*capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the hereinafter defined Resolution*):

WITNESSETH:

WHEREAS, pursuant to the provisions of the Hospital Authorities Law of Georgia, codified in Official Code of Georgia Annotated § 31-7-70, *et seq*. (the "**Hospital Authorities Law**"), the Authority was activated by a resolution adopted on February 6, 1968 by the governing body of Effingham County at the time of such activation, and the Authority has been and is now legally created, existing, and operating in accordance with all of the terms and provisions of the Hospital Authorities Law and will continue to comply with all of the requirements thereof; and

WHEREAS, the Hospital Authorities Law grants to the Authority the power to acquire, construct, and equip hospitals and other public health facilities for the use of patients and officers and employees of any institution under the supervision and control of the Authority or leased by the Authority for operation by others, to promote the public health needs within its area of operation and all utilities and facilities deemed by the Authority necessary or convenient for the efficient operation thereof, and the power to establish rates and charges for the services and use of the facilities of the Authority; and

WHEREAS, pursuant to the duties and powers granted to the Authority by the Hospital Authorities Law, the Authority heretofore acquired, constructed, and equipped and now owns Effingham Hospital (the "**Hospital**"), which includes four family medicine locations, two imaging centers, women's health center, a skilled nursing facility, and other related facilities (together the "**System**" or "**Health Care System**") in the County; and

WHEREAS, the Health Care System is currently operated by Effingham Hospital, Inc., a Georgia non-profit corporation ("**Effingham Hospital, Inc.**"), pursuant to a Lease and Transfer Agreement between the Authority and Effingham Hospital, Inc. dated as of November 1, 2016, (the "**Lease**"); and

WHEREAS, the Hospital Authorities Law authorizes the Authority to issue revenue anticipation certificates or other evidences of indebtedness for the purpose of paying all or any part of the cost of acquiring, constructing, and equipping, and other charges incident thereto in

connection with any facilities or project, and for the purpose of refunding outstanding certificates of the Authority and, as security for repayment of its revenue anticipation certificates, to mortgage, pledge, or assign any revenue, income, tolls, charges, or fees received by Authority and to hypothecate any revenues received from political subdivisions; and

WHEREAS, pursuant to a bond resolution adopted by the Authority on October 28, 2010 (the "**2010 Resolution**"), and a Trust Indenture, dated as of December 1, 2010 (the "**2010 Indenture**"), between the Authority and U.S. Bank National Association, as trustee (the "**Trustee**"), the Authority issued on December 30, 2010, its HOSPITAL AUTHORITY OF EFFINGHAM COUNTY FEDERALLY TAXABLE RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – DIRECT PAY (GNMA COLLATERALIZED – EFFINGHAM HOSPITAL PROJECT), SERIES 2010A (the **"Series 2010A Bonds**"), in the aggregate principal amount of $28,640,000, to provide funds needed to pay the cost, in whole or in part, of financing the costs of the acquisition, construction, renovation, equipping and installing of certain additions, extensions and improvements to the Hospital; and

WHEREAS, pursuant to a resolution adopted by Effingham Hospital, Inc. on January 26, 2021, Effingham Hospital, Inc. has entered into a variable rate revolving line of credit loan in the amount of $3,500,000 with Truist Bank, dated April 12, 2021 (the "**Letter of Credit**"), which is currently outstanding in the principal amount of $3,498,500, the proceeds of which were used by Effingham Hospital, Inc. to purchase a building for a pediatric center and approximately 33 acres of undeveloped real property for future expansion of the Health Care System (the "**2021 Project**"); and

WHEREAS, after thorough investigation and study, the Authority has determined that in order to continue to provide necessary and proper medical care and hospitalization to the citizens within its area of operation, including the County's indigent sick persons, it is necessary and desirable to make certain additions and improvements to the Health Care System to include the phase I build-out of the pediatric center, completion of HVAC system improvements, and electric repairs to include a replacement nurse call system at an approximate cost of $1,818,000 (collectively, the "**2022 Project**"); and

WHEREAS, the Board of Commissioners of Effingham County, the governing body of the County, entered into an intergovernmental contract with the Authority on October 19, 2010, effective December 30, 2010 (the "**2010 Contract**"), and in consideration of the services of the Authority to the indigent sick of the County, under the 2010 Contract the County shall provide monthly payments to the Authority as may be necessary to assure the continuous operation of the Health Care System in the minimum amount of $300,000 per month, totaling $3,600,000 per year, at such rate or rates, not to exceed two (2) mills per annum to provide such payment; and

WHEREAS, the 2010 Contract was amended and restated on December 15, 2020 and on October 5, 2021, respectively (together, the "**Contract Amendments**"), in anticipation of another proposed refinancing of the Series 2010A Bonds and to finance certain other capital projects; however, said amendments, although executed, never became effective because the Authority and County chose not to proceed with such refinancing or projects; and

WHEREAS, it is now proper that the Authority and County hereby declare that the Contract Amendments are hereby null and void and of no effect whatsoever; and

WHEREAS, the Authority has determined further that it is in its best interests to issue its HOSPITAL AUTHORITY OF EFFINGHAM COUNTY REFUNDING AND IMPROVEMENT REVENUE ANTICIPATION CERTIFICATE, SERIES 2022, in the principal amount of $_____, (the "**Series 2022 Certificate**") for the purpose of (i) currently refunding and redeeming the outstanding Series 2010A Bonds, (ii) providing funds to acquire the 2021 Project from Effingham Hospital, Inc., (iii) financing the acquisition, construction and equipping of the 2022 Project, and (iv) paying the costs of issuance of the Series 2022 Certificate; and

WHEREAS, pursuant to a resolution adopted by the Authority on _____, 2022 (the "**Resolution**"), the Authority authorized the issuance of the Series 2022 Certificate as a single-instrument certificate in the principal amount of $_____ and initially registered in the name of the _____, as the initial purchaser of the Series 2022 Certificate; and

WHEREAS, the Board of Commissioners of Effingham County has indicated its willingness to take such actions as may be required for the Authority to issue the Series 2022 Certificate authorized by the Resolution, including the execution of this Amended and Restated Contract (this "**Contract**") in consideration of the services of Health Care System to the indigent sick of the County, and pursuant to this Contract will covenant and agree that should the Gross Revenues (as defined in the Resolution) of the Health Care System be insufficient to pay the principal of and premium, if any, and interest on the Series 2022 Certificate as the same becomes due and payable, it will pay promptly to the Authority the amount of such insufficiency for the purpose of paying such principal of and premium, if any, and interest, up to the maximum millage authorized by the Hospital Authorities Law; and

WHEREAS, the County, in order to allow the Authority to refinance the Series 2010A Bonds and to expand upon the services of the Health Care System in the acquisition of the 2021 Project and the 2022 Project, is willing to enter into this Contract for the benefit of the owner of the Series 2022 Certificate and in consideration of the undertakings of the Authority set forth herein; and

WHEREAS, the parties hereto are specifically authorized to enter into this Contract pertaining to the security for the Series 2022 Certificate pursuant to the provisions of Article IX, Section III, paragraph I(a) of the Constitution of the State of Georgia and the provisions of the Hospital Authorities Law; and

WHEREAS, the County, acting by and through the Board of Commissioners, desires to enter into this Contract with the Authority for the use of the services and facilities of the Authority, all in the best interest of the residents of the County entitled to the use of the services and facilities of the Authority;

WHEREAS, it is anticipated that the Gross Revenues (as defined in the Resolution) of the Health Care System, as it presently exists and as it hereafter shall be added to, extended, improved, and equipped, will be sufficient to pay the Debt Service (as defined in the Resolution) on the Series

2022 Certificates and the Operating Expenses (as defined in the Resolution) without the necessity of any payments by the County pursuant to this Contract; and

WHEREAS, if for any reason such revenue projections are not met, it is the intent of the parties hereto that the services and facilities of the Health Care System shall remain available to the citizens of the County and, regardless thereof, that the payments covenanted herein to be made by the County shall provide for payment of the Debt Service on the Series 2022 Certificate and the Operating Expenses of the System.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth, it is agreed by and between the County and the Authority, each acting by and through its duly authorized officers, pursuant to resolutions duly adopted and properly passed, as follows:

Section 1. Term of the Contract. This Contract shall be the binding obligation of the parties hereto from and after its execution by the parties hereto. The term of this Contract shall begin with the issuance and delivery of the Series 2022 Certificate and shall continue in full force and effect until the earlier of (i) April 1, 2037 or (ii) such time as the Series 2022 Certificate as to principal and interest has been paid or until provision is duly made therefor, but in no event shall the term of this Contract exceed 40 years from the effective date hereof.

Section 2. Covenants and Agreements of the Authority.

The Authority covenants and agrees as follows:

(a) The Authority will promptly issue the Series 2022 Certificate and will in every respect comply with all provisions of the Resolution, and will apply the proceeds from the sale of the Series 2022 Certificate for the purpose of (i) currently refunding and redeeming the outstanding Series 2010A Bonds, (ii) providing funds to acquire the 2021 Project from Effingham Hospital, Inc., (iii) financing the acquisition, construction and equipping of the 2022 Project, and (iv) paying the costs of issuance of the Series 2022 Certificate.

(b) Unless default shall have occurred on the part of the County in the performance of the covenants herein contained on its part to be performed, during the term of this Contract the Authority at all times will maintain the Health Care System or cause it to be maintained and available for the use, upon direction and authorization from the proper County authorities, of the properly certified indigent sick and poor of the County requiring hospital care.

(c) So long as this Contract remains in full force and effect, the Authority shall not receive for admittance any indigent person other than a person who is considered medically indigent under regulations and guidelines established from time to time by the Office of Health Planning of Georgia, Department of Community Health, or such other State of Georgia agency as hereafter may succeed to its duties and responsibilities, except in case of emergency, and the Authority shall make no charge for its services to any such persons meeting such criteria except as herein provided. This agreement, however, is not to be construed as preventing the Authority from accepting any voluntary payments which any such patients receiving treatment or who use the

Health Care System may wish to make on their own behalf or as prohibiting it from collecting any hospitalization, accident, health or other type insurance or governmental program of which such person may be a beneficiary, or from asserting its statutory hospital lien against any recovery to which such person may be entitled; and provided, further, that nothing herein shall prevent the Authority from making charges for its services when the services are rendered to persons who are not certified as indigent; provided, also, the Authority may make charges for services rendered to certain indigent persons on a *pro-rata* basis where such persons have been certified as being less than 100% indigent under guidelines established by the Office of Health Planning of Georgia, Department of Community Health, or such other State of Georgia agency as hereafter may succeed to its duties and responsibilities. The Authority shall establish policies and criteria to certify indigent patients for treatment at the Health Care System and furnish to the County copies of such policies and criteria as the same may be established or revised from time to time.

(d) So long as this Contract remains in full force and effect, the Authority will maintain ownership of the Health Care System on as economical a basis as is consistent with good practice in similar hospitals. In accordance with the Lease, Effingham Hospital, Inc., shall operate the Health Care System on behalf of the Authority and undertake to operate the Health Care System and to fix its rates, fees, and charges so as to produce Gross Revenues sufficient to (i) pay the Debt Service on the Certificates as the same becomes due and payable, (ii) pay the Operating Expenses of the Health Care System, (iii) pay the Debt Service Reserve Requirement if a Debt Service Reserve Fund is established under the Resolution, and (iv) provide for the establishment and maintenance of a Renewal and Extension Fund and such other reasonable reserves as the Authority may deem advisable, and, thereby, to the extent it is able to do so, reduce the amount of the payments which otherwise might be required of the County, from time to time, pursuant to the provisions of this Contract. As between the parties hereto, the Authority shall be and remain the final arbiter and judge as to whether any proposed revision of its rates, fees, and charges referred to in this paragraph will be consistent with its obligation to provide medical care and hospitalization to the County's indigent sick and otherwise to provide for the other public health and welfare needs of the County. The Authority agrees to maintain, or cause to be maintained on its behalf, complete and adequate records, not only concerning the care and treatment of patients, but also of administrative, clerical, and financial affairs of the Health Care System, and any information disclosed by such records reflecting upon the financial responsibility and eligibility of patients for assistance in any form from the County or from any public or private agency shall be made available to the County or public agency and shall be made available to such private agency upon reasonable and proper request therefor being made by or on behalf of the patient in question.

(e) The Authority will cause an audit of its financial affairs, books, and records to be made in accordance with generally accepted accounting principles, or will cause an audit to be made of Effingham Hospital, Inc. as long as the Lease is still in effect, at the end of each fiscal year by an independent certified public accountant or firm of certified public accountants. The complete and final audit report will be submitted to the Authority, with a copy to the Board of Commissioners, on or before 180 days after the close of the Authority's fiscal year. Such audit shall comply in all respects with the Hospital Authorities Law and the provisions of Section 711 of the Resolution. The Authority shall also provide to the County an annual operating budget for each fiscal year of the Authority during the term of this Contract, together with information and data describing the operations of the Health Care System with comparative analysis to other similar

healthcare institutions, on or before August 31 of each year. The Authority shall provide to the County quarterly reviews at a regularly scheduled meeting to demonstrate the cost of the uncompensated care provided by the Authority. Upon request, the Authority will supply the County any interim financial statements which are prepared in the Health Care System's ordinary course of business, and the Authority will make all of the Health Care System's books and records available to the Board of Commissioners at any time, upon reasonable notice.

(f) On March 1 and September 1 in each year during the term of this Contract, or if any such date falls on a Saturday, Sunday or a holiday, then on the next succeeding business day, the Authority shall cause the Sinking Fund Custodian to determine the amount of money then in the Sinking Fund, or on hand in either the Revenue Fund or the Reserve Fund (if established) and available for transfer to the Sinking Fund (the object of said determination being to decrease the obligation of the County to make the payments under Section 3 of this Contract) and available for the payment of the Debt Service coming due on the Certificates on the next Interest Payment Date or Principal Payment Date, and the Sinking Fund Custodian shall notify the Authority and the County, in not less than one business day, of the amount, if any, the County must pay to the Sinking Fund in order for the Authority to comply with the provisions of Section 501 of the Resolution. The Authority shall include in its depositary or custodial agreement with the Sinking Fund Custodian an obligation for the Sinking Fund Custodian to make the determination and provide the notice required by the foregoing provisions of this Section 2(f). If for any reason the Sinking Fund Custodian shall fail to make such determination and provide such notice the Authority shall immediately do so.

(g) All payments made by the County (i) under the provisions of Section 3(c) hereof shall be deposited directly by the County in the Sinking Fund and such funds shall be used only for the payment of the principal of and interest (and redemption premium, if any) on the Certificates as the same become due and the other purposes described in Section 507 of the Resolution, and (ii) under the provisions of Section 3(d) hereof shall be deposited directly by the County in the Revenue Fund and such funds shall be used only for the payment of Operating Expenses of the Health Care System.

(h) The Authority shall not hereafter issue any other obligations of any kind payable from or enjoying a pledge of or lien on the funds authorized to be appropriated and paid by the County hereunder prior or superior to, or on parity with (except as provided in the Resolution), the pledge of or lien thereon for the payment of the Certificates. Nothing contained herein, however, shall restrict the issuance of additional obligations from time to time, at the sole discretion of the Authority, payable from the Gross Revenues of the Health Care System if such additional obligations are in all respects subordinate to the pledge of or lien on said funds and Gross Revenues to the Certificates.

Section 3. Covenants and Agreements of the County.

Effingham County covenants and agrees as follows:

(a) For and during the term of this Contract, the County shall send all of the "indigent," as defined in Section 4(c), entitled to receive hospital care and attention, to the Health Care System

and to no other for the rendition of such care and attention and shall pay for such services so rendered as herein provided.

(b) In order to provide medical care or hospitalization for the indigent sick and others entitled to the use of the services and facilities of the Health Care System, the County, acting by and through its Board of Commissioners, shall appropriate and provide all sums hereinafter agreed upon to pay the cost of the use of the services and facilities of the Health Care System by the County or the residents thereof pursuant to this Contract.

(c) The County shall pay to the Authority for such medical care and hospitalization to be provided at the Health Care System moneys sufficient to provide for the payment of the Debt Service on the Certificates as the same becomes due and payable, in the following manner:

Commencing on or before the third day prior to each Interest Payment Date or Principal Payment Date, for so long as any of the Certificates or the interest thereon remain outstanding and unpaid, the County shall deposit directly into the Sinking Fund, in immediately available funds, the amount set forth in the notice given by the Sinking Fund Custodian to the County pursuant to Section 2(f) hereof, which will be the amount as necessary for the Authority to comply with the provisions of Section 501 the Resolution. If the total of the sums so deposited to the credit of the Sinking Fund at any time shall be less than the amount required, the payment of the difference between the amount so deposited and the required amount shall constitute a continuing obligation of the County until the Sinking Fund is at its proper balance. Said payments made directly to the Sinking Fund Custodian for the account of the Authority shall be deposited into the Sinking Fund so as to assure the availability of moneys to enable the Authority at all times to pay in full the Debt Service on the Certificates as the same becomes due and payable.

Nothing contained herein shall be construed to require the County to make any payments for deposit to the Sinking Fund whenever and for so long as the money on deposit in the Sinking Fund shall be sufficient to pay all outstanding Certificates payable from the Sinking Fund at their respective maturities and the interest which will become due and payable thereon at or prior to their respective maturities or scheduled mandatory redemption dates. The County, at its option, may make additional payments for deposit to the Sinking Fund from any money which may be made available and authorized by law to be paid for such purpose.

(d) In addition to, and subordinate to, any moneys to be paid to the Authority by the County pursuant to the provisions of paragraph (c) of this Section 3, the County shall make additional payments to the Authority as may be necessary from time to time to assure the continued operation, maintenance, and repair of the Health Care System during the term of this Contract. In accordance with the 2010 Contract, the County shall continue to make monthly payments to the Authority in the amount of Three Hundred Thousand and no/100 Dollars ($300,000.00), totaling Three Million Six Hundred Thousand and no/100 Dollars ($3,600,000.00) per year (the "**Minimum Amount**"). The Minimum Amount shall be evaluated on an annual basis and may be increased upon mutual agreement of the Authority and the County, but under no circumstances will the Minimum Amount be less than $3,600,000.00 per year.

(e) The aggregate payments required of the County pursuant to the provisions of paragraphs (c) and (d) of this Section 3 shall not in any calendar year exceed the amount of money which would be produced by the levy of a tax at the maximum millage rate now or hereafter permitted pursuant to the provisions of the Hospital Authorities Law. The aggregate amount of any such anticipated payments by the County in any year shall be determined, to the extent practical, in advance by the parties hereto in conjunction with the preparation of the Health Care System's budget for each succeeding fiscal year.

(f) The County shall levy annually during the term of this Contract an *ad valorem* tax, exclusive of all other taxes which may be levied by the County, upon all the taxable property in the County in such amount within the maximum millage limit authorized by the Hospital Authorities Law, as may be necessary to make the payments called for by this Contract. Nothing herein contained, however, shall be construed as limiting the right of the County to pay its obligations hereunder assumed out of its general funds or from other sources available to it.

(g) Any payments made by the County under this Contract are pledged by the Authority to secure the payment of the Series 2022 Certificate in accordance with the Resolution. There is hereby created a first and paramount lien on any and all tax revenue received by the County under or pursuant to the provisions hereof to secure the payment of the Debt Service on the Series 2022 Certificate, and the lien of this pledge shall be valid and binding against the County and against all parties having claims of any kind against the County whether such claims shall arise from tort, contract or otherwise and irrespective of whether such parties have notice thereof. Until paid as herein required, the County shall hold all proceeds of taxes collected for such purpose in a separate and special fund, in trust, the beneficial interest in which shall be in the Authority or the holders of the Series 2022 Certificate as their interest may from time to time appear. The lien created herein is superior to any which hereafter can be created, except that said lien may be extended, with the consent of the County, to cover any Parity Certificates which may be issued hereafter pursuant to the Resolution.

(h) So long as any Certificates are outstanding and unpaid, the County hereafter shall not enter into a contract with the Authority or any other entity which creates a lien on revenues to be derived from the tax to be levied hereunder superior to, or on parity with (except as provided in the Resolution), the lien created hereunder.

(i) The County shall not enter into any other contract with the Authority or any other entity which provides for payment to be made by the County from moneys derived from the levy of a tax, within the maximum millage now or hereafter authorized by the Hospital Authorities Law, if the annual payment of all amounts payable or currently budgeted under all contracts then in existence with the Authority or any other entity, together with the annual payment of all amounts to be made under the proposed contract in each future Sinking Fund Year, would exceed the amount then capable of being produced by a levy of a tax within the maximum millage now or hereafter authorized by the Hospital Authorities Law, as shown by the latest tax digest of the County available immediately preceding the execution of any such contract or supplemental contract.

(j) Notwithstanding anything to the contrary contained herein, the obligation of the County to make the payments required pursuant to the provisions of this Section 3 at the times and in the manner specified shall be absolute and unconditional and such payments shall not be abated or reduced because of damage to or destruction of the Health Care System, failure to operate or maintain the Health Care System, *force majeure*, or for any reason whatsoever. Until such time as the principal of premium, if any, and interest on the Series 2022 Certificate shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Resolution, the County agrees that (i) it shall not suspend or discontinue any payments provided for herein and (ii) it will not terminate the Contract for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to any of the Authority's facilities, the taking by eminent domain of title to or temporary use of any or all of the Authority's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Georgia, or any political subdivision of either thereof, or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract, the Lease, or otherwise. Furthermore, notwithstanding anything to the contrary contained herein, the County shall not exercise any right of set-off or any similar right with respect to such payments, nor will it withhold any such payments because of any claimed breach of this Contract by the Authority. This provision is incorporated herein for the benefit of the owners of the Certificates and it shall not affect the obligation of the Authority to perform this Contract or otherwise, nor shall this provision otherwise affect the remedies available to the County on account of any such claimed breach by the Authority.

(k) Unless otherwise available electronically on a public website, the County shall provide the registered owner of the Series 2022 Certificate with audited annual financial statements within 365 days of the close of its fiscal year. Additionally, the County shall provide the registered owner of the Series 2022 Certificate with a copy of its annual budget, as adopted or amended, within 30 days of adoption or amendment, and such other reports that are available for dissemination by the County as may be reasonably requested from time to time by the registered owner of the Series 2022 Certificate.

Section 4. Mutual Agreements.

The Authority and the County mutually agree as follows:

(a) The Authority shall pay the Debt Service on the Series 2022 Certificate as the same becomes due and payable. The money to be received by the Authority from the County pursuant to this Contract for the payment of Debt Service, as well as the Gross Revenues of the Health Care System otherwise obtained, have been irrevocably pledged to the payment of the Debt Service on the Series 2022 Certificate as the same becomes due and payable.

(b) After the issuance of the Series 2022 Certificate, the Authority from time to time may issue Parity Certificates provided that all conditions of Section 509 of the Resolution are satisfied, including specifically the entering into of an amendment to this Contract or a new contract. The County has made no commitment to the Authority relating to the issuance of Parity

Certificates and shall be under no compulsion to amend this Contract or execute a new contract to permit such issuance.

(c) The term "**indigent**" as used herein shall be construed to mean such persons living in the County as shall be certified as being entitled to receive the medical care and services of the Health Care System. The services and facilities of the Health Care System hereinbefore referred to is construed to mean the usual care rendered to patients in a hospital, including food, general nursing care and supervision (but not a special nurse), use of operating room and facilities, use of x-ray facilities (but not x-ray treatment), use of the usual and customary out-patient clinical services and facilities, medicine and drugs. All other services, facilities, and materials not specifically enumerated above shall constitute extras and be accounted and paid for accordingly.

(d) The provisions of the Hospital Authorities Law are incorporated herein as a part hereof as though fully set forth herein verbatim.

(e) Nothing set forth herein shall prevent the Authority from entering into a lease or management agreement or similar arrangement with respect to the Health Care System, or effecting a reorganization or restructuring, all as contemplated by the Resolution, so long as the conditions set forth in the Resolution relating thereto are complied with, and no such agreement, arrangement, reorganization or restructuring shall affect the validity of this Contract or the obligation of the County to make the payments provided for hereunder.

(f) While this Contract is between the parties hereto, it is acknowledged that the owner of the Series 2022 Certificate has an interest herein and is a third party beneficiary of this Contract, and the parties hereto covenant for the benefit of said holder that this Contract cannot be modified or amended in any particular which would in any respect adversely affect the rights of any such holder; provided, however, this Contract may be amended by increasing the obligation of the County to make payments so as to permit the issuance of Parity Certificates in accordance with Section 509 of the Resolution, in which event the holders of the Parity Certificates also shall have an interest herein and shall be third party beneficiaries of this Contact, but no such amendment may decrease the payments to be made with respect to the Series 2022 Certificate.

(g) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Contract, which said provisions shall remain in full force and effect.

(h) For so long as the Series 2022 Certificate is outstanding, the registered owner of the Series 2022 Certificate shall be an express third-party beneficiary of this Contract and shall be entitled to enforce, the provisions of this Contract.

(i) The parties may execute this Contract in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will be deemed to constitute one and the same agreement.

(j) This Contract shall be construed and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Contract to be executed in duplicate as of the day and year first above written.

EFFINGHAM COUNTY, GEORGIA

(S E A L)

By: _____
Chairman
Board of Commissioners of Effingham County

Attest: _____
Clerk, Board of Commissioners of
Effingham County

Sworn to and subscribed before me
this ___ day of _____, 2022.

_____
Notary Public

HOSPITAL AUTHORITY OF
EFFINGHAM COUNTY

(S E A L)

By: _____
Chairman

Attest: _____
Secretary

Sworn to and subscribed before me
this ___ day of _____, 2022.

_____
Notary Public

[Signature Page to Contract]

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY TO AUTHORIZE THE EXECUTION OF AN AMENDED AND RESTATED INTERGOVERNMENTAL CONTRACT BETWEEN EFFINGHAM COUNTY, GEORGIA AND THE EFFINGHAM COUNTY HOSPITAL AUTHORITY; TO AUTHORIZE SUCH FURTHER ACTIONS AS ARE NECESSARY BY THE COUNTY IN CONNECTION WITH THE AUTHORITY'S ISSUANCE AND DELIVERY OF ITS REFUNDING AND IMPROVEMENT REVENUE ANTICIPATION CERTIFICATE, SERIES 2022; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to the provisions of the Hospital Authorities Law of Georgia, the Board of Commissioners of Effingham County (the "**Board of Commissioners**"), the governing body of Effingham County, Georgia (the "**County**"), a political subdivision of the State of Georgia, was authorized to establish, and pursuant thereto did duly establish, by resolution adopted on February 6, 1968, the Effingham County Hospital Authority (the "**Authority**"); and

WHEREAS, the Authority owns Effingham Hospital, which includes four family medicine locations, two imaging centers, women's health center, a skilled nursing facility, and other related facilities (together the "**System**" or "**Health Care System**") in Effingham County, and leases the System to Effingham Hospital, Inc., a Georgia non-profit corporation, which operates said Health Care System on behalf of the Authority and provides medical services for the residents of the County and portions of surrounding counties; and

WHEREAS, the Authority desires to issue its EFFINGHAM COUNTY HOSPITAL AUTHORITY REFUNDING AND IMPROVEMENT REVENUE ANTICIPATION CERTIFICATE, SERIES 2022 in a principal amount of $_____ (the "**Series 2022 Certificate**") to provide funds together with other available funds, for the purpose of (i) currently refunding and redeeming the outstanding HOSPITAL AUTHORITY OF EFFINGHAM COUNTY FEDERALLY TAXABLE RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – DIRECT PAY (GNMA COLLATERALIZED – EFFINGHAM HOSPITAL PROJECT), SERIES 2010A, (ii) providing funds to acquire a building for a pediatric center and approximately 33 acres of undeveloped real property for future expansion of the Health Care System from Effingham Hospital, Inc., (iii) certain additions and improvements to the Health Care System, and (iv) paying the costs of issuance of the Series 2022 Certificate, all in accordance with the provisions of a resolution adopted by the Authority on June ___, 2022 (the "**Resolution**"), a copy of which has been filed in the office of the Board of Commissioners; and

WHEREAS, it is proposed that in addition to the "Gross Revenues" of the ownership of the System, as such term is defined in the Resolution, that as additional security for payment of the Series 2022 Certificate, the Authority and the County enter into an Amended and Restated Intergovernmental Contract, which supplements and amends an intergovernmental contract with the Authority entered into on October 19, 2010, effective December 30, 2010 (together, the "**Contract**"), pursuant to which the County will agree, among other things, to pay to or for the benefit of the Authority amounts to be derived from an *ad valorem* tax levy, if required, sufficient to enable the Authority to provide for the payment of the principal of and interest on the Series 2022 Certificate as the same become due and payable, and to make such additional

payments to the Authority as may be necessary from time to time to assure the continued operation, maintenance and repair of the Heath Care System, the consideration for which to the County shall be the provision of health services to its citizens; and

WHEREAS, it is proper that the Board of Commissioners authorize the execution and delivery of the Contract, the form of which is attached hereto as Exhibit A, and to authorize the Chairman or Vice-Chairman of the Board of Commissioners and such other proper officials of the County to do all such acts and things and to execute all such documents as may be necessary for the issuance and delivery of the Series 2022 Certificate.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Effingham County in public meeting assembled as follows:

1. Approval of Execution of Contract. The execution, delivery, and performance of the Contract in its final form, including the terms and provisions of the Series 2022 Certificate set forth in the Resolution, by the Chairman or Vice-Chairman of the Board of Commissioners and the attestation thereof by the County Clerk be and the same hereby is authorized subject to such changes, insertions or omissions as may be approved by the Chairman or the Vice-Chairman, and the execution of said Contract by the Chairman or Vice-Chairman shall be conclusive evidence of any such approval.

2. General Authorization. The Chairman or Vice-Chairman of the Board of Commissioners and such other proper officials of the County required therefor are authorized, empowered, and directed to do all acts and to execute all such documents as shall be necessary to carry out and comply with the provisions of this resolution in relation to the execution of the Contract and the Authority's issuance and delivery of the Series 2022 Certificate, and further are authorized and directed to take any and all further actions as are necessary to provide security for payment of the Series 2022 Certificate and to fulfill the obligations of the County pursuant to the Contract, as the same may be delivered, supplemented, or amended, and to take such other actions as may be required in accordance with the intents and purposes of this resolution.

Approved and adopted in public meeting this _____, 2022.

_____
Chairman
Board of Commissioners of Effingham County

Exhibit A

(Form of Amended and Restated Intergovernmental Contract)

CLERK'S CERTIFICATE

Now comes the undersigned County Clerk of Effingham County (the "**County**"), keeper of the records and seal thereof, and certifies that the foregoing is a true and correct copy of a resolution approved and adopted by the Board of Commissioners of Effingham County in public meeting properly and lawfully held and assembled on _____, 2022, the original of which resolution has been entered in the official records of the County under my supervision and is in my official possession, custody and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

_____
County Clerk, Effingham County

Staff Report

Subject: Capacity Agreement between Effingham County Prison and the Georgia Department of Corrections
Author: Alison Bruton, Purchasing Agent
Department: Purchasing, Effingham County Prison
Meeting Date: June 21, 2022
Item Description: Consideration to approve and execute a capacity agreement with the State of Georgia, Department of Corrections

Summary Recommendation: Staff recommends approval of the Capacity Agreement with the GA Dept. of Corrections

Executive Summary/Background:

- Per the new agreement, the County Prison will house 192 State inmates.
- The County will receive $22.00 per State inmate per day.
- The State Department of Corrections has sole authority of transfers of inmates to and from the County Prison.
- The new Intergovernmental Capacity Agreement commences on July 1st, 2022 through June 30th, 2023 and has been reviewed and approved to form by the County Attorney

Alternatives for Commission to Consider

1. Board approval and execution of the Intergovernmental Capacity Agreement with the State of Georgia, Department of Corrections for inmate housing for the year July 1, 2022 through June 30, 2023
2. Do not approve the Intergovernmental Capacity Agreement with the State of Georgia, Department of Corrections for inmate housing.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: *Purchasing, Prison*

Funding Source: Current Budget

Attachments: Intergovernmental Agreement between GA Department of Corrections and Effingham County

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
EFFINGHAM COUNTY
COUNTY CAPACITY

THIS AGREEMENT is entered into the 1st day of July, 2022, by and between the GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia ("Department"), and EFFINGHAM COUNTY, a political subdivision of the State of Georgia ("County"), acting by and through its Board of County Commissioners, referred to individually as "Party" or together as "Parties."

WHEREAS, Department desires to contract with County for appropriate care and custody of certain offenders for which Department is responsible, ("State Offenders"); and

County desires to provide appropriate care and custody of State Offenders at a correctional institution operated by County ("Services").

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

1. Care and Custody. County agrees to provide complete care and custody of up to 192 State Offenders daily, for the Term of this Agreement and in accordance with all applicable state and federal laws, rules, and regulations. Without limiting the generality of the foregoing, County specifically agrees that no State Offender labor shall benefit private persons or corporations.

2. Recording Offender Movement in SCRIBE. County agrees to record any and all movement of State Offenders transferred in and out of the County facility by entering the movement in Department's SCRIBE system on the same day the movement occurs. Movements that are not entered in SCRIBE on the day the movement occurs will not show as an adjustment and result in an inaccurate daily count. County is solely responsible for implementing procedures to ensure that SCRIBE entries are made accurately and in a timely manner. County is responsible for verifying the State Offender count and all movements in and out of the County facility in SCRIBE on a daily basis to ensure that the count is accurate. County understands that the count reflected in SCRIBE is the official count for purposes of calculating payment under this Agreement. Late documentation, lack of documentation, or inaccurate documentation may result in delayed payment or non-payment under this Agreement. County agrees to grant Department access to County's records, documentation procedure, and personnel for purposes of auditing SCRIBE entries and verifying State Offender count at any time upon Department's request.

3. Notification of Medical Treatment. County shall notify Department of any State Offender that the County transfers to a hospital for treatment that will require an overnight stay or for whom treatment is likely to cost in excess of One Thousand Dollars ($1,000.00). Said notification shall be provided via telephone contact within Twenty-Four (24) hours of offender being admitted for treatment on an outpatient or inpatient basis. County shall notify Department pursuant to this paragraph by calling the Department's "On Call Utilization Management Nurse" at 404-863-3079 at any time of day or night.

4. Employee or Offender Misconduct. The County agrees that it will notify the Department within ten (10) business days after terminating an employee of the County correctional institution for misconduct or of the resignation of any employee in connection with an allegation or investigation of misconduct. The County further agrees that it will notify the Department within ten (10) business days if it, one of its employees, or any other law enforcement officer secures a criminal warrant for the arrest or otherwise pursues the prosecution of an offender being housed at the County CI for criminal conduct allegedly committed at the County CI. County agrees that it will not hire any employee terminated by Department for misconduct or who resigns from Department in connection with an allegation or investigation of misconduct.

5. Compensation. Department agrees to pay County the sum of Twenty-Two Dollars ($22.00) per State Offender per day for the duration of this Agreement. County agrees that upon receipt of documentation from the Department showing inmate dates and total amount of payment, County shall validate the accuracy of the documentation in a manner as prescribed by the Department and return the validation of the same to the Business Management Unit within seven (7) business days of receiving the documentation. Department shall endeavor to pay County for Services within Forty-Five (45) days of invoice receipt in approved form. County acknowledges and agrees that the Commissioner of Corrections shall have sole authority with respect to the transfer of State Offenders to and from the County correctional institution and Department shall not incur charges for State Offenders not under the care and custody of County. A State Offender is not under the care and custody of County when a State Offender is not housed at the County facility including when a State Offender is out to court or sent to a Department facility for medical or mental health evaluation.

6. Term of Agreement. The term of this Agreement shall be from July 1, 2022 until 11:59 p.m. on June 30, 2023 (the "Term"). The Parties may, by mutual agreement in writing, extend the Term for additional time periods.

7. Termination. Department may at any time and for any reason terminate this Agreement by providing written notice in advance of such termination to County. In the event of termination under this paragraph, Department shall pay County for Services performed prior to the effective date of termination; provided, however, that payments otherwise due County may be applied by Department against amounts due or claimed to be due to Department. In the event that County fails to comply with the provisions of this Agreement, Department may terminate this Agreement for cause and without notice. If

termination is for cause, payments may be withheld by Department on account of the Services being deemed deficient and not remedied by County prior to the effective date of termination. County shall be liable to Department for any additional cost incurred by Department as a result of deficiencies in the Services to be provided hereunder.

8. Prison Rape Elimination Act. County agrees that it will adopt and comply with 28 C.F.R. 115, entitled the Prison Rape Elimination Act ("PREA"). As required in 28 C.F.R. 155.12, County further agrees to cooperate with Department in any audit, inspection, or investigation by Department or other entity relating to County's compliance with PREA. Department shall monitor the County's compliance with PREA and shall have the right to inspect any documents or records relating to such audit, inspection or investigation, and County will provide such documents or records at Department's request. County acknowledges that any violation of PREA is a material breach of this Agreement, is cause for termination of this Agreement and may lead to administrative and criminal sanctions. The County shall acknowledge in writing that the Department has advised the County of these matters.

9. Sexual Harassment Prevention. The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, Governmental Entity's, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its Governmental Entity's and their employees and sub-contractors will interact with entities of the State of Georgia, their customers, and other Governmental Entities of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all Governmental Entities who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A Governmental Entity, including its employees and sub-contractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

(i) If Governmental Entity is an individual who is regularly on State premises or who will regularly interact with State personnel, Governmental Entity certifies that:

(a) Governmental Entity has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy;

(b) Governmental Entity has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,

(c) Upon request by the State, Governmental Entity will provide documentation substantiating the completion of sexual harassment training.

(ii) If Governmental Entity has employees and sub-contractors that are regularly on State premises or who will regularly interact with State personnel, Governmental Entity certifies that:

(a) Governmental Entity will ensure that such employees and sub-contractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy;

(b) Governmental Entity has provided sexual harassment prevention training in the last year to such employees and sub-contractors and will continue to do so on an annual basis; or Governmental Entity will ensure that such employees and sub-contractors complete the Georgia Department of Administrative Services' sexual harassment prevention

training located at http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training (scroll down to section for entities without a LMS section) or this direct link https://www.youtube.com/embed/NjVt0DDnc2s?rel=0 prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

(c) Upon request of the State, Governmental Entity will provide documentation substantiating such employees and sub-contractor's acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

10. Notices. Any notice under this Agreement, other than those referenced in Paragraph 3, "Notification of Medical Treatment," shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail, return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the County:	Effingham County Board of Commissioners Chairman, Wesley Corbitt 601 N. Laurel Street Springfield, GA 31329
With a copy to:	Effingham County Prison Warden, Victor Walker PO Box 235 Springfield, GA 31329
If to the Department:	Jennifer Ammons General Counsel Georgia Department of Corrections State Office South, Gibson Hall, 3rd Floor P.O. Box 1529 Forsyth, Georgia 31029
With a copy to:	Robert Toole Facilities Director Georgia Department of Corrections State Office South, Gibson Hall, 1st Floor P.O. Box 1529 Forsyth, Georgia 31029

11. Reimbursement of Medical Costs.

a. Department agrees to reimburse County for certain costs of medical services required for medical conditions which: (1) pose an immediate threat to life or limb, and (2) occur under circumstances in which the State Offender cannot reasonably be placed in a state institution for the receipt of this care ("Emergency Medical Services"). Department's obligation to reimburse County for the cost of any medical services, to include Emergency Medical Services, arises only when the cost per State Offender per incident exceeds One Thousand Dollars ($1,000.00), and Department shall only be liable for the amount in excess of One Thousand Dollars ($1,000.00), subject to the limitations of this paragraph and other applicable laws and regulations.

b. County agrees to invoice Department monthly for the actual cost of Emergency Medical Services paid by County. If there existed any rate agreement between County and the hospital or hospital authority at the time Emergency Medical Services were rendered, the invoice must reflect such rate. All invoices from County must include an invoice or receipt from the hospital that clearly shows the actual cost of Emergency Medical Services paid by County.

c. Department is not liable to County for any late fees or charges imposed by the hospital, hospital authority (collectively, "Late Fees"), or other service provider, for late or nonpayment by the County. County agrees to exclude Late Fees from its invoices to Department.

d. If Department reasonably determines that there is a difference between the actual cost incurred by County and the invoice sent to Department, Department may assess an administrative fee of one-half (1/2) of the difference to cover the administrative costs incurred by the Department. Department shall send County written notice of any administrative fees, and County shall have Thirty (30) days to make payment or to dispute the fee in writing. If County does not make payment of undisputed administrative fees by the due date, Department is entitled to a setoff of the same amount against future payments owing to County.

e. Pursuant to O.C.G.A. § 42-5-2(c), Department shall reimburse County no more than the applicable Georgia Medicaid Rate for Emergency Medical Services provided to a State Offender by a hospital, hospital authority, or other service provider. Department shall not be liable to County for any amount paid by County to a hospital, hospital authority, or other service provider, in excess of the Medicaid Rate for emergency services provided to a State Offender.

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

13. Sole Benefit. Department and County enter into this Agreement for their sole benefit. Department and County do not intend to give any rights pursuant to this Agreement to any other parties.

14. Choice of Law and Venue. The Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from this Agreement shall be brought in the Superior Court of Fulton County, Georgia.

15. Amendment. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties.

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

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

GEORGIA DEPARTMENT OF CORRECTIONS:

By: _____
Jennifer Ammons
General Counsel
Date: _____

COUNTY:

By: _____

Print Name: _____

Title:_____

Date: _____

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____
Date: _____

Staff Report

Subject: Water Booster Pump Station Construction Change Order #1
Author: Eric Larson, Asst. County Manager
Department: Engineering
Meeting Date: June 21, 2022
Item Description: Approve a change order for construction to add a pressure reducing valve to the water line serving Leo at the Sanctuary, formerly known as Jasper Village Development.

Summary Recommendation:
The design and construction of the water booster station on Hodgeville Road will result in high pressure zones in some portions of the system. This is due to the pump's increased pressure and elevation changes in the system. A potential high pressure problem has been predicted by modeling for the Jasper Village Development on Old Augusta Road. A Pressure Reducing Valve is needed to counteract the pressure issue.

Executive Summary/Background:

- Thomas and Hutton was selected for the Booster Station Design.
- Thomas and Hutton was awarded a change order for the valve on Feb. 15, 2022.
- Southern Civil LLC was selected for Construction May 4, 2021.
- The original construction contract is $1,427,161.00
- Change Order request is $66,470.00
- New contract amount would be $1,493,631.00.

Alternatives for Commission to Consider
1 - Approve the construction change order to Southern Civil LLC in the amount of $66,470.00.
2 – Take no action and request further information
3 – Deny. The valve will not be added to the water line at Jasper Village, resulting in pressure problems for residents.

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: County Engineering; County Attorney

Funding Source: SPLOST.

Attachments:
1. Southern Civil Contract
2. Change Order request.

Change Order # 1

Project: 21-105-004 – Hodgeville Booster Pump Station

Contract Date: 05/04/2021

Change Order Effective Date: June 21, 2022

Change Order Issued to: Southern Civil, LLC.
PO BOX 9
Townsend, GA 31331

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	UNITS	BID QTY	Unit Price	Total
1	Provide and Install an 8" Pressure Reducing Valve				$66,470.00

The original Contract Sum was.....$ 1,427,161.00

Net change by previously authorized Change Orders.....$ 0

The Contract Sum prior to this Change Order was.....$ 1,427,161.00

The Contract Sum will be decreased by this Change Order.....$ 66,470.00

The new Contract Sum including this Change Order will be.....$ 1,493,631.00

The Contract Time will be increased by **0** days

The Time allowed for completion is therefore **remains unchanged**

Owner
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

By: _____

Date: _____

Contractor
Southern Civil, LLC.
PO BOX 9
Townsend, GA 31331

By: _____

Date: _____

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Effingham County Board of Commissioners ("Owner") and

Southern Civil, LLC. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

All tools, materials, labor, supervision, and equipment for the Installation of new Effingham County Water Booster Station located on Hodgeville Road including purchase and installation of the prefabricated booster pump skid and all appurtenances, complete booster station building structure and features, site work, access road, connection to existing water main, all 24–inch D.I. piping, valves, electrical, SCADA, and all appurtenances to install a complete and functional system.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB 21-105-004 – Hodgeville Road – Booster Pump Station.**

ARTICLE 2 – ENGINEER

2.01 The Project has been designed by Effingham County Engineering Department's Consultant Thomas & Hutton Engineering Co. of Savannah, Georgia, which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to A/E in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Days to Achieve Completion and Final Payment*

3.03 *The Work will be completed within 360 calendar days from receipt of a Notice Proceed.*

ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **$300** for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

ARTICLE 5 – CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

BID PROPOSAL

EFFINGHAM COUNTY BOOSTER PUMP STATION					
Item	**Description**	**Quantity**	**Units**	**Unit Price**	**Total**
SITE PREPARATION					
1	Sedimentation and Erosion Control	1	LS	$5,000.00	$5,000.00
2	Site Clearing and Preparation	1	LS	$14,500.00	$14,500.00
3	Grassing	1	LS	$5,000.00	$5,000.00
4	Mobilization/Demobilization/Bonds	1	LS	$58,061.00	$58,061.00
5	Construction Staking	1	LS	$5,000.00	$5,000.00
6	Traffic Control	1	LS	$2,500.00	$2,500.00
	Sub-Total, SITE PREPARATION				$90,061.00
BOOSTER PUMP STATION					
7	Connect to Existing 36" Water Main with 24"x36" Tapping Sleeve and Valve	2	EA	$50,000.00	$100,000.00
8	Yard Piping (w/ Apputenances)	1	LS	$176,000.00	$176,000.00
9	8" Blow Off Valve with Dissipation Pad	1	EA	$15,000.00	$15,000.00
10	Rip-Rap for Blow Off	56	SY	$100.00	$5,600.00
11	Pipe Support	3	EA	$5,500.00	$16,500.00
12	CMU Building - Complete, in service	1	LS	$275,000.00	$275,000.00
13	Prefabricated Booster Station - Complete, in service	1	LS	$425,000.00	$425,000.00
14	Site Paving - Complete	1	LS	$35,000.00	$35,000.00
15	Site Grading - Complete	1	LS	$30,000.00	$30,000.00
16	Landscaping	1	LS	$4,000.00	$4,000.00
17	Back Up Generator	1	LS	$130,000.00	$130,000.00
18	SCADA/Telemetry	1	LS	$5,000.00	$5,000.00
19	Electrical	1	LS	$120,000.00	$120,000.00
	Sub-Total, BOOSTER PUMP STATION				$1,337,100.00
	TOTAL PROJECT				$1,427,161.00

THIS SECTION INTENTIONALLY LEFT BLANK

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Section 1.30 of the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the **1st** of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.

   a. **90** percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the A/E, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the A/E. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and

   b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts as Engineer shall determine and less **150** percent of A/E's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by A/E.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of **1** percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 9, inclusive).

2. General Conditions (pages 1 to 7, inclusive).

3. Supplemental Conditions (pages 1 to 4 inclusive).

4. Specifications as listed in the table of contents of the Project Manual.

5. Addenda (numbers 1 to 1, inclusive).

6. Exhibits to this Agreement (enumerated as follows):

   a. Contractor's Bid (pages 1 to 23 inclusive).

   b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed (pages 1 to 1, inclusive).

   b. Work Change Directives.

   c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

A Field Order;

1. A/E's approval of a Shop Drawing or Sample; or

2. A/E's written interpretation or clarification.

ARTICLE 10 – COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.

D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.

E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.

F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

ARTICLE 11 – INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability,

damages, claims, suits, liens, and judgments, of whatever nature, including claims for contrib and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

ARTICLE 12 – INDEPENDENT CONTRACTOR

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

ARTICLE 13 – MISCELLANEOUS

13.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

13.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound;

B. and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 *Successors and Assigns*

A. County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on_____ (which is the Effective Date of the Agreement).

COUNTY:

Effingham County Board of Commissioners

By: Wesley M. Corbitt

Title: Chairman

Attest: S. Johnson

Title: County Clerk

Address for giving notices:

601 N. Laurel Street

Springfield, GA 31329

CONTRACTOR:

By: STEVEN L. REARLEY

Title: PRESIDENT

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Charlie McDaniel

Title: Vice President

Address for giving notices:

P.O. Box 9

Townsend, GA 31331

ITB 21-105-004 – Hodgeville Road Water Booster Station

NOTICE TO PROCEED

TO: SOUTHERN CIVIL, LLC.

RE: NOTICE TO PROCEED – CONSTRUCTION

ITB 21-105-004 – Hodgeville Road – Booster Pump Station

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within ten (10) days of receipt of the Notice to Proceed and to be completed by _____. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as "liquated" damages in an amount equal to **$300.00** per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this 4th day of May, 2021

Effingham County Board of Commissioners

Wesley M. Corbitt

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: SOUTHERN CIVIL, LLC

By: _____

Title: PRESIDENT

Date of Acceptance: _____

PERFORMANCE BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AME
Hartford, Connecticut 06183

Bond No.: 107378432

CONTRACTOR:
(Name, legal status and address)
Southern Civil, LLC
PO Box 9
Townsend, GA 31331

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Suety Company of America
ONe Tower Square Hartfor CT 06183

OWNER:
(Name, legal status and address)
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

CONSTRUCTION CONTRACT
Date:
Amount: $ 1,427,161 One Million four hundred twenty-seven thousand one hundred sixty one dollars
Description:
(Name and location)
ITB-21-105-004 Hodgeville Road - Booster Pump Station

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $1,427,161 One Million four hundred twenty-seven thousand one hundred sixty one dollars
Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: Southern Civil, LLC *(Corporate Seal)*

Signature:
Name and Title: Steven L. Rearley, President

SURETY
Company: Travelers Casualty and Surety Company of America *(Corporate Seal)*

Signature:
Name and Title: Tracy M. Goodwin, Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:

Turner & Associates Insurance, Inc.
PO Box 40
Brunswick, GA 31521
Tracy M. Goodwin
912-265-2840

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **TRACY M GOODWIN** of **BRUNSWICK**, **Georgia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of May, 2021.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attac

PAYMENT BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AME
Hartford, Connecticut 06183

Bond No.: 107378432

CONTRACTOR:
(Name, legal status and address)
Southern Civil, LLC
PO Box 9
Townsend, GA 31331

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

CONSTRUCTION CONTRACT
Date:
Amount: $1,427,161.00 One Million four hundred twenty-seven thousand one hundred sixty one dollars.
Description:
(Name and location)
ITB-21-105-004 Hodgeville Road - Booster Pump Station

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $1,427,161 One Million four hundred twenty-seven thousand one hundred sixty one dollars
Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: Southern Civil, LLC (Corporate Seal)

SURETY
Company: Travelers Casualty and Surety Company of America (Corporate Seal)

Signature: _____
Name and Title: Steven L. Rearley, President

Signature: _____
Name and Title: Tracy M. Goodwin, Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:

Turner & Associates Insurance, Inc.
PO Box 40
Brunswick, GA 31521
Tracy M. Goodwin
912-265-2840

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,
.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;

.2 the name of the person for whom the labor was done, or materials or equipment furnished;

.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;

.4 a brief description of the labor, materials or equipment furnished;

.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;

.7 the total amount of previous payments received by the Claimant; and

.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond s
deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:	_____	Signature:	_____
Name and Title:		Name and Title:	
Address:		Address:	

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **TRACY M GOODWIN** of **BRUNSWICK**, **Georgia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of May, 2021.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attach

SOUTHERN CIVIL, LLC
P.O. Box 9, Townsend, GA 31331

June 6, 2022

Thomas & Hutton
50 Park of Commerce Way
Savannah, GA 31405

ATTENTION: Matthew Frazier

REFERENCE: Effingham County Booster Pump Station
Pressure Valve Change Order

Dear Mr. Frazier,

After reviewing all of the information provided to us by your office, we are submitting a price of **$66,470.00** to provide and install an 8" Pressure Reducing Valve with a precast vault on the existing 8" water main. This price is based on the assumption that the water main is at normal bury depth and can be isolated without the need for no line stops, bypassing, etc. during normal working hours. Relocation of existing utilities that may be in conflict and traffic control is not included.

Feel free to contact me with any questions.

Thanks,

Matt Deal

Matt Deal
Southern Civil, LLC
Phone: (912) 334-0540
Email: mdeal@southerncivilllc.com

Staff Report

Subject: Hodgeville Road Fire Station #15 change order #4 for Marsh Construction
Author: Eric Larson, Asst. County Manager, Alison Bruton, Purchasing Agent
Department: Engineering
Meeting Date: June 21, 22
Item Description: Approve a change order for Marsh Construction for the additional funds needed to cover the additional bonds needed to cover the project.

Summary Recommendation:
Marsh Construction has requested Change Order 4 to account for the increased fee for bonds to cover Change Order 3 for the FD building on Hodgeville.

Executive Summary/Background:

- Marsh Construction original contract is $215,097.34.
- Cost added to Marsh for previous change orders is $744,783.12.
- This change order total is $28,770.00 to cover the additional cost for the increased bonds.
- New contract amount with Marsh Construction, including this change order is $988,650.46.

Alternatives for Commission to Consider
1 - Approve change order #4 to Marsh Construction in the amount of $28,770
2 – Take no action / Deny

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: Engineering, Finance, County Attorney
Funding Source: SPLOST.
Attachments:
1. Cost proposal from Marsh Construction
2. Change Order 4

Change Order # 4

Project: ITB 21-55-001A - Hodgeville Fire Station #15

Contract Date: October 6, 2020

Change Order Effective Date: June 21, 2022

Change Order Issued to: Marsh Construction
PO Box 372
Statesboro, Georgia 30459

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	UNIT	BID QTY	Unit Price	Total
1	Additional Bond cost to cover new contract total	LS	1	$28,770	$28,770

The original Contract Sum was.....$ 215,097.34

Net change by previously authorized Change Orders.....$ 744,783.12

The Contract Sum prior to this Change Order was.....$ 959,880.46

The Contract Sum will be increased by this Change Order.....$ 28,770.00

The new Contract Sum including this Change Order will be.....$ 988,650.46

The Contract Time will be increased by **(pending)** days

The Date allowed for completion is therefore **(pending)**

Owner
Effingham County Board of Commissioners
804 S. Laurel Street
Springfield, GA 31329

By: _____

Date: _____

Contractor
Marsh Construction
PO Box 372
Statesboro, GA 30459

By: _____

Date: _____

SITE PREP BY

MARSH CONSTRUCTION SERVICES, LLC

912-663-1365 Jason Dunn
PO Box 372 Statesboro, Ga 30459
dunnamax@outlook.com

CO REQUEST
RINCON FIRE STATION #15

MARSH CONSTRUCTION SERVICES, LLC, PO BOX 372 STATESBORO, GEORGIA 30459

912-682-8678 912-682-9902 dunnamax@outlook.com

CUSTOMER	Effighm County Board of Commissioners
ATTENTION	Eric Larson
DATE:	6/9/2022
PROJECT NAME	Fire Station #15 Effingham County
PROJECT ADDRESS	Hodgeville Road
CITY/STATE/ZIP	Guyton, GA 31312
ESTIMATOR NAME	Jason Dunn
ESTIMATOR PHONE	912-663-1365
ESTIMATOR E-MAIL	dunnamax@outlook.com
PLANS DATED	6/15/2020
PREPARED BY:	Parker Engineering
LATEST REVISIONS DATED	7/27/2020, 12/30/2021

QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
1	ADDITIONAL BOND COST to COVER NEW CONTRACT TOTAL	LS	$28,770.00	$28,770.00
	NOTES			
	The work covered by this quotation will be only that specifically outlined herein. Proposal based on drawings designed by Parker Engineering dated 6/15/2020 **and Revisions dated 7/27/2020** and 12/30/2021			
	"Total Base Bid Price" is based on all work being contracted; the schedule of values provided is for general information only. Line items in the schedule of values are indicative of the scope of work Marsh Construction Services, LLC has priced to construct. Any additions/reduction or change in scope will be subject to revised pricing.			
	Project to be built based on all grades and elevations, existing and proposed, as shown on drawings by Parker Engineering dated 6/15/2020 and Revisions dated 7/27/2020 and 12/30/2021			
	All soils are presumed suitable for use as fill, backfill and structural fill. If additional borrow is needed to replace onsite soils (considered unsuitable). Additional cost to be negotiated based on quantities needed.			
	Due to the volatile fuel market we must base all asphalt pricing on the most recent SCDOT index at the time of bid and require a pricing adjustment based on the index at the time of placement.			
			SUBTOTAL	$28,770.00
			TOTAL	$28,770.00

Sign Here to Accept Quote:

Authorized Rep Date

Staff Report

Subject: Cancellation of Contract 22-25-008 with Ranger Construction and award of the updated Contract 22-25-008-1 to Ranger Construction for ITB 22-25-008 for 2021 FDRE road resurfacing project
Author: Eric Larson, Assistant County Manager
Department: Public Works/Roads
Meeting Date: May 17, 2022
Item Description: Approval to award a contract for the 2021 FDRE road resurfacing project expenditures.

Summary Recommendation: Staff recommends Cancellation of Contract 22-25-008 with Ranger Construction and award of the updated Contract 22-25-008-1 to Ranger Construction for ITB 22-25-008 for 2021 FDRE road resurfacing project

Executive Summary/Background:

- On June 15, 2021, the County contracted with Roberts Civil Engineering to prepare the design and construction management of the ash base road full depth reclamation with asphalt emulsion (FDRE) project. Contract for design is $ 449,285.00.
- On February 23, 2022, staff posted an ITB 22-25-008 for 2021 FDRE road resurfacing project for an estimated 20 miles of ash base road FDRE, chip-seal resurfacing, traffic signs, pavement markings, and as-needed drainage repairs at various locations around unincorporated Effingham County. The locations include all or portions of Courthouse Rd. Ext., Archer Rd., Bethany Rd., Bird Rd., Clark Rd., Corinth Church Rd., Floyd Ave. Old Augusta Road North, Old Dixie Hwy. South, Whitaker Rd., Mt. Pleasant Rd., and Scuffletown Rd. An alternate to resurface with hot mixed asphalt (HMA) was also requested.
- TSPLOST funding is $ 7,534,353.50 for both design and construction.
- The ITB was posted to the County website, sent to 100 contacts in Vendor Registry, and the Georgia DOAS website (over 787 vendors / 1,256 contacts combined).
- A mandatory Pre-Bid meeting was held on March 21, 2022. 11 participants representing 8 potential bidding companies attended.
- Bids were due on April 18, 2022. The County did not receive any bids.
- With no bids, the County staff entered into negotiations with the most qualified contractor among the registered bidders, Ranger Construction.
- Ranger Construction has submitted a quote for all roads included in the bid package in the amount of $18,485,302.65. Available funding is $8,212,522.00.
- After the Broad approval of a contract with Ranger at the May 17, 2022 meeting, County Staff, Roberts Civil Engineering, and Ranger Construction has worked to revise unit prices and refine the road priorities to maximum available funding. Ranger has submitted a new, firm price quote of $7.732,907.55 for Scuffletown Road, Courthouse Road Ext., Corinth Church Road, Old Dixie Highway, Mt. Pleasant Road, Old Augusta Road North Section 1, and Archer Road. The remaining funds in the previously approved contract shall serve as contingency for unforeseen expenses and justified quantity overruns.

Alternatives for Commission to Consider

1. Cancellation of Contract 22-25-008 with Ranger Construction and award of the updated Contract 22-25-008-1 to Ranger Construction for ITB 22-25-008 for 2021 FDRE road resurfacing project in the amount of $8,212,552.00 (total previously approved by the Board)
2. Take no action – Rebid or cancel project.

Recommended Alternative: 1
Other Alternatives: 2

Department Review: *Purchasing, Finance, Asst. County Manager*
Funding Source: 2020 TSPLOST Funds
Attachments:

1. Original Contract 22-25-008 from Ranger Construction
2. Updated Contract 22-25-008-1 from Ranger Construction

AGREEMENT 22-25-008-1
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Effingham County Board of Commissioners ("Owner") and

Ranger Construction Industries, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Full Depth Reclamation with Emulsion (FDRE) of the top six (6") inches of existing road surface and base material on approximately twenty- two (22) miles of prescribed project roads in Effingham County, Georgia, and related driving surface, signage, and drainage improvements.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB 22-25-008 - Full Depth Reclamation of Ash Roads**

ARTICLE 2 – OWNER'S REPRESENTATIVES

2.01 The Effingham County Contract Technical Representative and Project Manager for this Project shall be Roberts Civil Engineering (RCE). Following the issuance of the Notice to Proceed, RCE will be the main point of contact for the Contractor, and shall advise the County Contract Administrator on issues related to the performance of the Contractor's work. The RCE Project Manager for this Project shall be Mr. Rip Graham.

2.02 The Effingham County Contract Administrator for this Project shall be Mr. Eric Larson. Mr. Larson will act on behalf of the Effingham County Board of Commissioners.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Contractor shall engage immediately upon receipt of the NTP, to submit the specified Submittals within seven (7) calendar days of NTP receipt, to conduct the Pre Construction Personnel Training (PPT) within fourteen (14) calendar days of NTP receipt, and to commence physical work on the first road within twenty- one (21) calendar days of NTP receipt.

3.03 The Work will be completed within one hundred fifty- two (152) calendar days of NTP receipt.

ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **$500** for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

ARTICLE 5 – CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

Estimated quantities provided by the Owner for bidding purposes are not guaranteed, and payment for Unit Price elements will be based upon the agreed- upon Unit Price times the documented and verified quantities actually provided. Unit Price shall be used as the basis for calculating the value of additive or deductive changes in Scope. Unit Price shall include, but not be limited to, Labor (Salaried and Hourly, Field and Office), Benefits, Materials, Tools, Equipment, Travel Expense, Material and Equipment Delivery, Construction Materials Testing, Permits, Insurance, Taxes (other than Sales Tax), Bonds, Field Overhead, Office Overhead, and Profit. Unit Price shall exclude the cost of Sales Tax, as this Project is Sales Tax exempt.

Contract maximum value shall not exceed $8,212,552.00.

The following list of roads shall be completed in the following order until available funds are expended:

1) **Scuffletown Road**
2) **Courthouse Road Ext. (with Alternate Bid)**
3) **Corinth Church Road**
4) **Old Dixie Highway**
5) **Mt. Pleasant Road**
6) **Old Augusta Road 1**
7) **Archer Road**
~~8) Old August Road 2~~
~~9) Whitaker Road~~
~~10) Floyd Avenue~~
~~11) Clark Road~~
~~12) Bethany Road~~
~~13) Bird Road~~

THIS SECTION INTENTIONALLY LEFT BLANK

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Archer Rd.				
20	Submittals	1.000	LS	825.00	825.00
30	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
40	Traffic and Safety Control	1.000	LS	27,500.00	27,500.00
50	Mobilization and Demobilization	1.000	LS	64,000.00	64,000.00
60	18" RCP Driveway drain (LF)	16.000	LF	187.70	3,003.20
70	6" FDR Treatment Mix 1	13,222.000	SY	6.25	82,637.50
80	FDR Emulsion Mix 1 (3.4 gal/SY)	45,854.000	GAL	5.85	268,245.90
90	Construction Material Testing (CMT) and Quality Co	1.000	LS	8,810.00	8,810.00
100	MC-70 Bituminous Primer with Sand	13,222.000	SY	1.25	16,527.50
110	Double Surface Treatment w/ #7, 89 and sand seal (	12,618.000	SY	8.45	106,622.10
120	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
130	Shoulder Clipping and Grading	1.500	AC	3,200.00	4,800.00
140	5" Solid Traffic Stripe-Yellow (High Build)	5,432.000	LF	0.70	3,802.40
150	5" Solid Traffic Stripe- White (High Build)	10,864.000	LF	0.70	7,604.80
160	5" Skip Traffic Stripe- Yellow (High Build)	5,432.000	GLF	0.80	4,345.60
170	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
180	Turf Establishment	1.500	AC	6,500.00	9,750.00
190	Temporary Grassing	1.500	AC	2,500.00	3,750.00
200	Stop Sign to include post	2.000	EA	250.00	500.00
210	Speed Limit Sign to include post	2.000	EA	250.00	500.00
220	Sanitary Facilities	1.000	LS	180.00	180.00
230	Removal of Unsuitable Subgrade	23.000	CY	49.95	1,148.85
240	Remove and Dispose of Fly Ash Subbase	5.000	CY	210.00	1,050.00
250	Imported Structural Fill	23.000	CY	38.60	887.80
260	Flush Driveway Pipes	1.000	EA	3,200.00	3,200.00
270	Property Protection	1.000	LS	2,670.00	2,670.00
275	CONCRETE DRIVEWAY	184.000	SY	135.00	24,840.00
	Archer Total				**$652,350.65**
	Corinth Church Rd.				
1360	Submittals	1.000	LS	825.00	825.00
1370	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
1380	Traffic and Safety Control	1.000	LS	98,650.00	98,650

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1390	Mobilization and Demobilization	1.000	LS	170,000.00	170,000.00
1400	24" RCP Cross Drain (LF)	528.000	LF	209.00	110,352.00
1410	18" RCP Driveway drain (LF)	656.000	LF	167.20	109,683.20
1420	6" FDR Treatment Mix 2	50,910.000	SY	6.25	318,187.50
1430	FDR Emulsion Mix 2 (3.7 gal/SY)	192,134.000	GAL	6.15	1,181,624.10
1440	Construction Material Testing (CMT) and Quality Co	1.000	LS	33,900.00	33,900.00
1450	MC-70 Bituminous Primer with Sand	50,910.000	SY	1.25	63,637.50
1455	Double Surface Treatment w/ #7, 89 and sand seal (	48,509.000	SY	8.45	409,901.05
1480	Cut New Ditch (to include hauling and removal of	47.000	CY	60.00	2,820.00
1490	Deepen Existing Ditch (to include hauling and rem	52.000	CY	60.00	3,120.00
1500	Clear/Mow Ditches	1.000	LS	13,300.00	13,300.00
1510	Tree/stump Removal	3.000	EA	5,000.00	15,000.00
1520	Shoulder Clipping and Grading	5.950	AC	3,200.00	19,040.00
1530	5" Solid Traffic Stripe- Yellow (High Build)	21,609.000	LF	0.70	15,126.30
1540	5" Solid Traffic Stripe- White (High Build)	43,218.000	LF	0.70	30,252.60
1550	5" Skip Traffic Stripe- Yellow (High Build)	21,609.000	GLF	0.80	17,287.20
1560	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
1570	Turf Establishment	5.950	AC	6,500.00	38,675.00
1580	Temporary Grassing	5.950	AC	2,500.00	14,875.00
1590	Stop Sign to include post	2.000	EA	250.00	500.00
1600	Speed Limit Sign to include post	4.000	EA	250.00	1,000.00
1610	Sanitary Facilities	1.000	LS	180.00	180.00
1620	Removal of Unsuitable Subgrade	93.000	CY	49.90	4,640.70
1630	Remove and Dispose of Fly Ash Subbase	20.000	CY	210.00	4,200.00
1640	Imported Structural Fill	93.000	CY	38.60	3,589.80
1650	Flush Driveway Pipes	41.000	EA	800.00	32,800.00
1660	Property Protection	1.000	LS	6,000.00	6,000.00
1665	CONCRETE DRIVEWAY	1.000	SY	150.00	150.00
	Corinth Church Total				**$2,721,136.95**
	Courthouse Rd.				
1720	Submittals	1.000	LS	825.00	825.00
1730	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
1740	Traffic and Safety Control	1.000	LS	24,800.00	24,800

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1750	Mobilization and Demobilization	1.000	LS	61,000.00	61,000.00
1760	6" FDR Treatment Mix 1	16,402.000	SY	6.25	102,512.50
1770	FDR Emulsion Mix 1 (3.4 gal/SY)	56,884.000	GAL	5.85	332,771.40
1780	MC-70 Bituminous Primer with Sand	16,402.000	SY	1.25	20,502.50
1790	Single Surface Treatmemt (Chip Seal), stone size #	15,641.000	SY	3.45	53,961.45
1800	2" Asphalt Surface Course 12.5 mm Superpave	1,720.000	TN	200.00	344,000.00
1810	Clear/Mow Ditches	1.000	LS	4,330.00	4,330.00
1820	Shoulder Clipping and Grading	1.890	AC	3,200.00	6,048.00
1830	5" Solid Traffic Stripe-Yellow (High Build)	6,857.000	LF	0.70	4,799.90
1840	5" Solid Traffic Stripe- White (High Build)	13,714.000	LF	0.70	9,599.80
1850	5" Skip Traffic Stripe- Yellow (High Build)	6,857.000	GLF	0.80	5,485.60
1860	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
1870	Turf Establishment	1.890	AC	6,500.00	12,285.00
1880	Temporary Grassing	1.890	AC	2,500.00	4,725.00
1890	Stop Sign to include post	2.000	EA	250.00	500.00
1900	Speed Limit Sign to include post	2.000	EA	250.00	500.00
1910	Sanitary Facilities	1.000	LS	180.00	180.00
1920	Removal of Unsuitable Subgrade	29.000	CY	49.90	1,447.10
1930	Remove and Dispose of Fly Ash Subbase	6.000	CY	210.00	1,260.00
1940	Imported Structural Fill	29.000	CY	38.60	1,119.40
1950	Property Protection	1.000	LS	2,670.00	2,670.00
1955	CONCRETE DRIVEWAY	56.000	SY	150.00	8,400.00
	Courthouse Total				**$1,005,542.65**
	Mt. Pleasant Rd.				
2350	Submittals	1.000	LS	825.00	825.00
2360	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
2370	Traffic and Safety Control	1.000	LS	41,900.00	41,900.00
2380	Mobilization and Demobilization	1.000	LS	75,000.00	75,000.00
2390	18" RCP Driveway drain (LF)	780.000	LF	168.00	131,040.00
2400	6" FDR Treatment Mix 1	20,921.000	SY	6.25	130,756.25
2410	FDR Emulsion Mix 1 (3.4 gal/SY)	72,555.000	GAL	5.85	424,446.75
2420	Construction Material Testing (CMT) and Quality Co	1.000	LS	13,900.00	13,900.00
2430	MC-70 Bituminous Primer with Sand	20,921.000	SY	1.25	26,151

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
2440	Double Surface Treatment w/ #7, 89 and sand seal (	19,941.000	SY	8.45	168,501.45
2450	Cut New Ditch (to include hauling and removal of	48.000	CY	60.00	2,880.00
2460	Deepen Existing Ditch (to include hauling and rem	17.000	CY	60.00	1,020.00
2470	Clear/Mow Ditches	1.000	LS	5,000.00	5,000.00
2480	Shoulder Clipping and Grading	2.430	AC	3,200.00	7,776.00
2490	5" Solid Traffic Stripe- Yellow (High Build)	8,827.000	LF	0.70	6,178.90
2500	5" Solid Traffic Stripe- White (High Build)	17,654.000	LF	0.70	12,357.80
2510	5" Skip Traffic Stripe- Yellow (High Build)	8,827.000	GLF	0.80	7,061.60
2520	24" Stop Bar (High Build)	1.000	EA	60.00	60.00
2530	Turf Establishment	2.430	AC	6,500.00	15,795.00
2540	Temporary Grassing	2.430	AC	2,500.00	6,075.00
2550	Stop Sign to include post	1.000	EA	250.00	250.00
2560	Speed Limit Sign to include post	2.000	EA	250.00	500.00
2570	Sanitary Facilities	1.000	LS	180.00	180.00
2580	Removal of Unsuitable Subgrade	38.000	CY	49.90	1,896.20
2590	Remove and Dispose of Fly Ash Subbase	8.000	CY	210.00	1,680.00
2600	Imported Structural Fill	38.000	CY	38.60	1,466.80
2610	Flush Driveway Pipes	48.800	EA	800.00	39,040.00
2620	Property Protection	1.000	LS	2,670.00	2,670.00
2625	CONCRETE DRIVEWAY	1.000	SY	150.00	150.00
	Mt. PleasantTotal				**$1,126,258.00**
	Old August 1				
2680	Submittals	1.000	LS	825.00	825.00
2690	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
2700	Traffic and Safety Control	1.000	LS	18,000.00	18,000.00
2710	Mobilization and Demobilization	1.000	LS	37,000.00	37,000.00
2720	24" RCP Cross Drain (LF)	216.000	LF	217.60	47,001.60
2730	18" RCP Driveway drain (LF)	56.000	LF	182.40	10,214.40
2740	6" FDR Treatment Mix 1	9,050.000	SY	6.25	56,562.50
2750	FDR Emulsion Mix 1 (3.4 gal/SY)	31,384.000	GAL	5.85	183,596.40
2760	Construction Material Testing (CMT) and Quality Co	1.000	LS	6,030.00	6,030.00
2770	MC-70 Bituminous Primer with Sand	9,050.000	SY	1.25	11,312.50
2780	Double Surface Treatment w/ #7, 89 and sand seal (	8,624.000	SY	8.45	72,872

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
2790	Cut New Ditch (to include hauling and removal of	43.000	CY	60.00	2,580.00
2800	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
2810	Shoulder Clipping and Grading	1.060	AC	3,200.00	3,392.00
2820	5" Solid Traffic Stripe- Yellow (High Build)	3,832.000	LF	0.70	2,682.40
2830	5" Solid Traffic Stripe- White (High Build)	7,664.000	LF	0.70	5,364.80
2840	5" Skip Traffic Stripe- Yellow (High Build)	3,832.000	GLF	0.80	3,065.60
2850	24" Stop Bar (High Build)	1.000	EA	60.00	60.00
2860	Turf Establishment	1.060	AC	6,500.00	6,890.00
2870	Temporary Grassing	1.060	AC	2,500.00	2,650.00
2880	Stop Sign to include post	1.000	EA	250.00	250.00
2890	Speed Limit Sign to include post	2.000	EA	250.00	500.00
2900	Sanitary Facilities	1.000	LS	180.00	180.00
2910	Removal of Unsuitable Subgrade	16.000	CY	49.90	798.40
2920	Remove and Dispose of Fly Ash Subbase	4.000	CY	210.00	840.00
2930	Imported Structural Fill	16.000	CY	38.70	619.20
2940	Flush Driveway Pipes	3.500	EA	914.50	3,200.75
2950	Property Protection	1.000	LS	2,670.00	2,670.00
	Old August 1 Total				**$484,188.35**
	Old Dixie Rd.				
3350	Submittals	1.000	LS	825.00	825.00
3360	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
3370	Traffic and Safety Control	1.000	LS	24,750.00	24,750.00
3380	Mobilization and Demobilization	1.000	LS	38,000.00	38,000.00
3390	24" RCP Cross Drain (LF)	288.000	LF	210.90	60,739.20
3400	18" RCP Driveway drain (LF)	168.000	LF	182.50	30,660.00
3410	6" FDR Treatment Mix 1	17,022.000	SY	6.25	106,387.50
3420	FDR Emulsion Mix 1 (3.4 gal/SY)	59,033.000	GAL	5.85	345,343.05
3430	Construction Material Testing (CMT) and Quality Co	1.000	LS	11,300.00	11,300.00
3440	MC-70 Bituminous Primer with Sand	17,022.000	SY	1.25	21,277.50
3450	Double Surface Treatment w/ #7, 89 and sand seal (	16,350.000	SY	8.45	138,157.50
3460	Cut New Ditch (to include hauling and removal of	83.000	CY	60.00	4,980.00
3470	Deepen Existing Ditch (to include hauling and rem	33.000	CY	60.00	1,980.00
3480	Clear/Mow Ditches	1.000	LS	4,000.00	4,000

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
3490	Tree/stump Removal	25.000	EA	5,000.00	125,000.00
3500	Shoulder Clipping and Grading	1.670	AC	3,200.00	5,344.00
3510	5" Solid Traffic Stripe- Yellow (High Build)	6,046.000	LF	0.70	4,232.20
3520	5" Solid Traffic Stripe- White (High Build)	12,092.000	LF	0.70	8,464.40
3530	5" Skip Traffic Stripe- Yellow (High Build)	6,046.000	GLF	0.80	4,836.80
3540	Turf Establishment	1.670	AC	6,500.00	10,855.00
3550	Temporary Grassing	1.670	AC	2,500.00	4,175.00
3560	Speed Limit Sign to include post	2.000	EA	250.00	500.00
3570	Sanitary Facilities	1.000	LS	180.00	180.00
3580	Removal of Unsuitable Subgrade	26.000	CY	49.90	1,297.40
3590	Remove and Dispose of Fly Ash Subbase	6.000	CY	210.00	1,260.00
3600	Imported Structural Fill	26.000	CY	38.60	1,003.60
3610	Flush Driveway Pipes	10.500	EA	929.50	9,759.75
3620	Property Protection	1.000	LS	2,670.00	2,670.00
3625	CONCRETE DRIVEWAY	16.000	SY	150.00	2,400.00
	Old Dixie Base Total				**$972,077.90**
	Scuffletown Rd.				
3680	Submittals	1.000	LS	825.00	825.00
3690	PreConstruction Personnel Training (PPT)	1.000	LS	1,700.00	1,700.00
3700	Traffic and Safety Control	1.000	LS	24,750.00	24,750.00
3710	Mobilization and Demobilization	1.000	LS	61,000.00	61,000.00
3720	18" RCP Driveway drain (LF)	688.000	LF	171.60	118,060.80
3730	6" FDR Treatment Mix 1	11,478.000	SY	6.25	71,737.50
3740	FDR Emulsion Mix 1 (3.4 gal/SY)	39,805.000	GAL	5.85	232,859.25
3750	Construction Material Testing (CMT) and Quality Co	1.000	LS	7,650.00	7,650.00
3760	MC-70 Bituminous Primer with Sand	11,478.000	SY	1.25	14,347.50
3770	Double Surface Treatment w/ #7, 89 and sand seal (	10,950.000	SY	8.45	92,527.50
3780	Cut New Ditch (to include hauling and removal of	244.000	CY	60.00	14,640.00
3790	Deepen Existing Ditch (to include hauling and rem	13.000	CY	60.00	780.00
3800	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
3810	Shoulder Clipping and Grading	1.310	AC	3,200.00	4,192.00
3820	5" Solid Traffic Stripe-Yellow (High Build)	4,750.000	LF	0.70	3,325.00
3830	5" Solid Traffic Stripe- White (High Build)	9,500.000	LF	0.70	6,650

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
3840	5" Skip Traffic Stripe- Yellow (High Build)	4,750.000	GLF	0.80	3,800.00
3850	24" Stop Bar (High Build)	2.000	EA	60.00	120.00
3860	Turf Establishment	1.310	AC	18,650.00	24,431.50
3870	Temporary Grassing	1.310	AC	2,500.00	3,275.00
3880	Stop Sign to include post	2.000	EA	250.00	500.00
3890	Speed Limit Sign to include post	2.000	EA	250.00	500.00
3900	Sanitary Facilities	1.000	LS	180.00	180.00
3910	Removal of Unsuitable Subgrade	20.000	CY	49.90	998.00
3920	Remove and Dispose of Fly Ash Subbase	4.000	CY	210.00	840.00
3930	Imported Structural Fill	20.000	CY	38.60	772.00
3940	Flush Driveway Pipes	43.000	EA	930.00	39,990.00
3950	Property Protection	1.000	LS	2,670.00	2,670.00
3955	CONCRETE DRIVEWAY	259.000	SY	135.00	34,965.00
	Scuffletown Total				**$771,416.05**
	Bid Total				**$7,732,970.55**

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Section 1.30 of the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the **1st** of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.

a. **90** percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the A/E, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the A/E. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and

b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts as Engineer shall determine and less **150** percent of A/E's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by A/E.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of **1** percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he mak general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.

D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.

E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.

F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

ARTICLE 10 – INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or

indemnification, for injuries to or death of any person or persons, or damage to the property or c
rights of any person or persons caused by the negligence of the CONTRACTOR or its subcontractors.

The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them.

The CONTRACTOR'S obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

ARTICLE 11 – INDEPENDENT CONTRACTOR

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

ARTICLE 12 – CONTRACT DOCUMENTS

12.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 18, inclusive).
2. General Conditions (pages 1 to 7, inclusive).
3. Supplemental Conditions (pages 1 to 2 inclusive).
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda (numbers 1 to 1, inclusive).

6. Exhibits to this Agreement (enumerated as follows):

   a. Contractor's Bid (pages _1_ to 7 inclusive).

   b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed (pages _1_ to _1_, inclusive).

   b. Work Change Directives.

   c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

   A Field Order;

   1. A/E's approval of a Shop Drawing or Sample; or

   2. A/E's written interpretation or clarification.

ARTICLE 13 – MISCELLANEOUS

13.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

13.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 *Successors and Assigns*

A. County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on_____ (which is the Effective Date of the Agreement).

COUNTY:

Effingham County Board of Commissioners

By: _____

Title: Chairman

Attest: _____

Title: County Clerk

Address for giving notices:

804 S. Laurel Street

Springfield, GA 31329

CONTRACTOR:

_____

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

NOTICE TO PROCEED

TO: RANGER CONSTRUCTION

RE: NOTICE TO PROCEED – CONSTRUCTION

ITB 22-25-008 - Full Depth Reclamation of Ash Roads

Please consider this your NOTICE TO PROCEED (NTP) on the above referenced project. In accordance with the terms of the contract, Contractor shall engage immediately upon receipt of the NTP, to submit the specified Submittals within seven (7) calendar days of NTP receipt, to conduct the PreConstruction Personnel Training (PPT) within fourteen (14) calendar days of NTP receipt, to commence physical work on the first road within twenty- one (21) calendar days of NTP receipt, and to complete the work within one hundred fifty- two (152) calendar days of NTP receipt. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as "liquated" damages in an amount equal to **$500.00** per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this _____day of _____, 2022

Effingham County Board of Commissioners

_____

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor:_____

By: _____

Title: _____

Date of Acceptance: _____

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Effingham County Board of Commissioners ("Owner") and

Ranger Construction ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Full Depth Reclamation with Emulsion (FDRE) of the top six (6") inches of existing road surface and base material on approximately twenty- two (22) miles of prescribed project roads in Effingham County, Georgia, and related driving surface, signage, and drainage improvements.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **ITB 22-25-008 - Full Depth Reclamation of Ash Roads**

ARTICLE 2 – OWNER'S REPRESENTATIVES

2.01 The Effingham County Contract Technical Representative and Project Manager for this Project shall be Roberts Civil Engineering (RCE). Following the issuance of the Notice to Proceed, RCE will be the main point of contact for the Contractor, and shall advise the County Contract Administrator on issues related to the performance of the Contractor's work. The RCE Project Manager for this Project shall be Mr. Rip Graham.

2.02 The Effingham County Contract Administrator for this Project shall be Mr. Eric Larson. Mr. Larson will act on behalf of the Effingham County Board of Commissioners.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Contractor shall engage immediately upon receipt of the NTP, to submit the specified Submittals within seven (7) calendar days of NTP receipt, to conduct the Pre Construction Personnel Training (PPT) within fourteen (14) calendar days of NTP receipt, and to commence physical work on the first road within twenty- one (21) calendar days of NTP receipt.

3.03 The Work will be completed within one hundred fifty- two (152) calendar days of NTP receipt.

ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **$500** for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

ARTICLE 5 – CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

Estimated quantities provided by the Owner for bidding purposes are not guaranteed, and payment for Unit Price elements will be based upon the agreed- upon Unit Price times the documented and verified quantities actually provided. Unit Price shall be used as the basis for calculating the value of additive or deductive changes in Scope. Unit Price shall include, but not be limited to, Labor (Salaried and Hourly, Field and Office), Benefits, Materials, Tools, Equipment, Travel Expense, Material and Equipment Delivery, Construction Materials Testing, Permits, Insurance, Taxes (other than Sales Tax), Bonds, Field Overhead, Office Overhead, and Profit. Unit Price shall exclude the cost of Sales Tax, as this Project is Sales Tax exempt.

Contract maximum value shall not exceed $8,212,552.00.

The following list of roads shall be completed **as proposed in the Base Bid (unless otherwise noted)** in the following order until available funds are expended:

1) **Scuffletown Road**
2) **Courthouse Road Ext. (with Alternate Bid)**
3) **Corinth Church Road**
4) **Old Dixie Highway**
5) **Mt. Pleasant Road**
6) **Old Augusta Road 1**
7) **Archer Road**
8) **Old August Road 2**
9) Whitaker Road
10) Floyd Avenue
11) Clark Road
12) Bethany Road
13) Bird Road

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Archer Rd. Base Bid				
20	Submittals	1.000	LS	877.50	877.50
30	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
40	Traffic and Safety Control	1.000	LS	23,400.00	23,400.00
50	Mobilization and Demobilization	1.000	LS	91,500.00	91,500.00
60	18" RCP Driveway drain (LF)	16.000	LF	187.70	3,003.20
70	6" FDR Treatment Mix 1	13,222.000	SY	6.50	85,943.00
80	FDR Emulsion Mix 1 (3.4 gal/SY)	45,854.000	GAL	6.15	282,002.10
90	Construction Material Testing (CMT) and Quality Co	1.000	LS	8,810.00	8,810.00
100	MC-70 Bituminous Primer with Sand	13,222.000	SY	1.25	16,527.50
110	Double Surface Treatment w/ #7, 89 and sand seal (	12,618.000	SY	8.00	100,944.00
120	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
130	Shoulder Clipping and Grading	1.500	AC	3,210.00	4,815.00
140	5" Solid Traffic Stripe-Yellow (High Build)	5,432.000	LF	1.35	7,333.20
150	5" Solid Traffic Stripe- White (High Build)	10,864.000	LF	1.35	14,666.40
160	5" Skip Traffic Stripe- Yellow (High Build)	5,432.000	GLF	0.75	4,074.00
170	24" Stop Bar (High Build)	2.000	EA	33.35	66.70
180	Turf Establishment	1.500	AC	6,670.00	10,005.00
190	Temporary Grassing	1.500	AC	2,670.00	4,005.00
200	Stop Sign to include post	2.000	EA	300.00	600.00
210	Speed Limit Sign to include post	2.000	EA	300.00	600.00
220	Sanitary Facilities	1.000	LS	180.00	180.00
230	Removal of Unsuitable Subgrade	23.000	CY	49.95	1,148.85
240	Remove and Dispose of Fly Ash Subbase	5.000	CY	211.90	1,059.50
250	Imported Structural Fill	23.000	CY	38.60	887.80
260	Flush Driveway Pipes	1.000	EA	3,200.00	3,200.00
270	Property Protection	1.000	LS	2,670.00	2,670.00
	Archer Base Total				**$673,378.75**
	Archer Rd. Alternate				
290	Single Surface Treatmemt (Chip Seal), stone size #	12,618.000	SY	3.45	43,532.10
300	Double Surface Treatment w/ #7, 89 and sand seal (	-12,618.000	SY	8.00	-100,944.00
310	2" Asphalt Surface Course 12.5 mm Superpave	1,388.000	TN	134.80	187,102.40
	Arhcer Alternate Total				**$129,690.50**

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Archer Base & Alternate Total				**$803,069.25**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Bethany Rd Base Bid				
330	Submittals	1.000	LS	877.50	877.50
340	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
350	Traffic and Safety Control	1.000	LS	42,800.00	42,800.00
360	Mobilization and Demobilization	1.000	LS	102,500.00	102,500.00
370	24" RCP Cross Drain (LF)	43.000	LF	245.30	10,547.90
380	18" RCP Driveway drain (LF)	420.000	LF	175.50	73,710.00
390	6" FDR Treatment Mix 1	19,792.000	SY	6.50	128,648.00
400	FDR Emulsion Mix 1 (3.4 gal/SY)	68,637.000	GAL	6.15	422,117.55
410	FDR Emulsion Mix 3 (4.3 gal/SY)	1.000	GAL	6.15	6.15
420	Construction Material Testing (CMT) and Quality Co	1.000	LS	13,200.00	13,200.00
430	MC-70 Bituminous Primer with Sand	19,792.000	SY	1.25	24,740.00
440	Double Surface Treatment w/ #7, 89 and sand seal (	18,859.000	SY	8.00	150,872.00
450	Cut New Ditch (to include hauling and removal of	45.000	CY	63.80	2,871.00
460	Deepen Existing Ditch (to include hauling and rem	16.000	CY	63.90	1,022.40
470	Clear/Mow Ditches	1.000	LS	4,670.00	4,670.00
480	Shoulder Clipping and Grading	2.310	AC	3,210.00	7,415.10
490	5" Solid Traffic Stripe- Yellow (High Build)	8,395.000	LF	1.35	11,333.25
500	5" Solid Traffic Stripe- White (High Build)	16,790.000	LF	1.35	22,666.50
510	5" Skip Traffic Stripe- Yellow (High Build)	8,395.000	GLF	0.75	6,296.25
520	24" Stop Bar (High Build)	2.000	EA	33.35	66.70
530	Turf Establishment	2.310	AC	6,670.00	15,407.70
540	Temporary Grassing	2.310	AC	2,670.00	6,167.70
550	Stop Sign to include post	2.000	EA	300.00	600.00
560	Speed Limit Sign to include post	2.000	EA	300.00	600.00
570	Sanitary Facilities	1.000	LS	180.00	180.00
580	Removal of Unsuitable Subgrade	36.000	CY	50.00	1,800.00
590	Remove and Dispose of Fly Ash Subbase	8.000	CY	211.90	1,695.20
600	Imported Structural Fill	36.000	CY	38.65	1,391.40
610	Flush Driveway Pipes	26.300	EA	791.00	20,803.30
620	Property Protection	1.000	LS	2,670.00	2,670.00
	Bethany Base Total				**$1,079,405.60**
	Bethany Rd. Alternate				

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
640	Single Surface Treatmemt (Chip Seal), stone size #	18,859.000	SY	3.45	65,063.55
650	Double Surface Treatment w/ #7, 89 and sand seal (	-18,859.000	SY	8.00	-150,872.00
660	2" Asphalt Surface Course 12.5 mm Superpave	2,074.000	TN	141.70	293,885.80
	Bethany Alternate Total				**$208,077.35**
	Bethany Base & Alternate Total				**$1,287,482.95**

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Bird Rd. Base Bid				
680	Submittals	1.000	LS	877.50	877.50
690	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
700	Traffic and Safety Control	1.000	LS	2,140.00	2,140.00
710	Mobilization and Demobilization	1.000	LS	76,500.00	76,500.00
720	24" RCP Cross Drain (LF)	240.000	LF	206.80	49,632.00
730	18" RCP Driveway drain (LF)	80.000	LF	187.70	15,016.00
740	6" FDR Treatment Mix 1	14,854.000	SY	6.50	96,551.00
750	FDR Emulsion Mix 1 (3.4 gal/SY)	51,513.000	GAL	6.15	316,804.95
760	Construction Material Testing (CMT) and Quality Co	1.000	LS	9,900.00	9,900.00
770	MC-70 Bituminous Primer with Sand	14,854.000	SY	1.25	18,567.50
780	Double Surface Treatment w/ #7, 89 and sand seal (	14,154.000	SY	8.00	113,232.00
790	Cut New Ditch (to include hauling and removal of	25.000	CY	63.90	1,597.50
800	Deepen Existing Ditch (to include hauling and rem	14.000	CY	63.90	894.60
810	Clear/Mow Ditches	1.000	LS	4,000.00	4,000.00
820	Tree/stump Removal	1.000	EA	5,000.00	5,000.00
830	Shoulder Clipping and Grading	1.730	AC	3,210.00	5,553.30
840	5" Solid Traffic Stripe- Yellow (High Build)	6,298.000	LF	1.35	8,502.30
850	5" Solid Traffic Stripe- White (High Build)	12,596.000	LF	1.35	17,004.60
860	5" Skip Traffic Stripe- Yellow (High Build)	6,298.000	GLF	0.75	4,723.50
870	24" Stop Bar (High Build)	2.000	EA	33.35	66.70
880	Turf Establishment	1.730	AC	6,670.00	11,539.10
890	Temporary Grassing	1.730	AC	2,670.00	4,619.10
900	Stop Sign to include post	2.000	EA	300.00	600.00
910	Speed Limit Sign to include post	2.000	EA	300.00	600.00
920	Sanitary Facilities	1.000	LS	180.00	180.00
930	Removal of Unsuitable Subgrade	27.000	CY	49.90	1,347.30
940	Remove and Dispose of Fly Ash Subbase	6.000	CY	211.90	1,271.40
950	Imported Structural Fill	27.000	CY	38.55	1,040.85
960	Flush Driveway Pipes	5.000	EA	640.00	3,200.00
970	Property Protection	1.000	LS	2,670.00	2,670.00
	Bird Base Total				**$775,361.20**
	Bird Rd. Alternate				

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
990	Single Surface Treatmemt (Chip Seal), stone size #	14,154.000	SY	3.45	48,831.30
1000	Double Surface Treatment w/ #7, 89 and sand seal (	-14,154.000	SY	8.00	-113,232.00
1010	2" Asphalt Surface Course 12.5 mm Superpave	1,557.000	TN	143.90	224,052.30
	Bird Alternate Total				**$159,651.60**
	Bird Base & Alternate Total				**$935,012.80**

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Clark Rd. Base Bid				
1030	Submittals	1.000	LS	877.50	877.50
1040	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
1050	Traffic and Safety Control	1.000	LS	23,400.00	23,400.00
1060	Mobilization and Demobilization	1.000	LS	80,000.00	80,000.00
1070	24" RCP Cross Drain (LF)	96.000	LF	231.10	22,185.60
1080	18" RCP Driveway drain (LF)	64.000	LF	192.20	12,300.80
1090	6" FDR Treatment Mix 1	12,880.000	SY	6.50	83,720.00
1100	FDR Emulsion Mix 1 (3.4 gal/SY)	44,668.000	GAL	6.15	274,708.20
1110	MC-70 Bituminous Primer with Sand	12,880.000	SY	1.25	16,100.00
1120	Double Surface Treatment w/ #7, 89 and sand seal (	12,274.000	SY	8.00	98,192.00
1130	Cut New Ditch (to include hauling and removal of	23.000	CY	63.80	1,467.40
1140	Deepen Existing Ditch (to include hauling and rem	51.000	CY	63.80	3,253.80
1150	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
1160	Shoulder Clipping and Grading	1.500	AC	3,210.00	4,815.00
1170	5" Solid Traffic Stripe-Yellow (High Build)	5,451.000	LF	1.35	7,358.85
1180	5" Solid Traffic Stripe- White (High Build)	10,902.000	LF	1.35	14,717.70
1190	5" Skip Traffic Stripe- Yellow (High Build)	5,451.000	GLF	0.75	4,088.25
1200	24" Stop Bar (High Build)	2.000	EA	33.35	66.70
1210	Turf Establishment	1.500	AC	6,670.00	10,005.00
1220	Temporary Grassing	1.500	AC	2,670.00	4,005.00
1230	Stop Sign to include post	2.000	EA	300.00	600.00
1240	Speed Limit Sign to include post	2.000	EA	300.00	600.00
1250	Sanitary Facilities	1.000	LS	180.00	180.00
1260	Removal of Unsuitable Subgrade	23.000	CY	49.95	1,148.85
1270	Remove and Dispose of Fly Ash Subbase	5.000	CY	211.90	1,059.50
1280	Imported Structural Fill	23.000	CY	38.60	887.80
1290	Flush Driveway Pipes	4.000	EA	800.00	3,200.00
1300	Property Protection	1.000	LS	2,670.00	2,670.00
	Clark Base Total				**$676,667.95**
	Clark Rd. Alternate				
1320	Single Surface Treatmemt (Chip Seal), stone size #	12,274.000	SY	3.35	41,117.90
1330	Double Surface Treatment w/ #7, 89 and sand seal (	-12,274.000	SY	8.00	-98,192.00

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1340	2" Asphalt Surface Course 12.5 mm Superpave	1,350.000	TN	156.20	210,870.00
	Clark Alternate Total				**$153,795.90**
	Clark Base & Alternate Total				**$830,463.85**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Corinth Church Rd. Base Bid				
1360	Submittals	1.000	LS	877.50	877.50
1370	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
1380	Traffic and Safety Control	1.000	LS	93,100.00	93,100.00
1390	Mobilization and Demobilization	1.000	LS	202,000.00	202,000.00
1400	24" RCP Cross Drain (LF)	528.000	LF	209.00	110,352.00
1410	18" RCP Driveway drain (LF)	656.000	LF	167.20	109,683.20
1420	6" FDR Treatment Mix 2	50,910.000	SY	6.50	330,915.00
1430	FDR Emulsion Mix 2 (3.7 gal/SY)	192,134.000	GAL	6.15	1,181,624.10
1440	Construction Material Testing (CMT) and Quality Co	1.000	LS	33,900.00	33,900.00
1450	MC-70 Bituminous Primer with Sand	50,910.000	SY	1.25	63,637.50
1460	Single Surface Treatmemt (Chip Seal), stone size #	48,509.000	SY	3.45	167,356.05
1470	2" Asphalt Surface Course 12.5 mm Superpave	5,336.000	TN	137.40	733,166.40
1480	Cut New Ditch (to include hauling and removal of	47.000	CY	63.80	2,998.60
1490	Deepen Existing Ditch (to include hauling and rem	52.000	CY	63.80	3,317.60
1500	Clear/Mow Ditches	1.000	LS	13,300.00	13,300.00
1510	Tree/stump Removal	3.000	EA	5,000.00	15,000.00
1520	Shoulder Clipping and Grading	5.950	AC	3,210.00	19,099.50
1530	5" Solid Traffic Stripe- Yellow (High Build)	21,609.000	LF	1.35	29,172.15
1540	5" Solid Traffic Stripe- White (High Build)	43,218.000	LF	1.35	58,344.30
1550	5" Skip Traffic Stripe- Yellow (High Build)	21,609.000	GLF	0.75	16,206.75
1560	24" Stop Bar (High Build)	2.000	EA	33.35	66.70
1570	Turf Establishment	5.950	AC	6,670.00	39,686.50
1580	Temporary Grassing	5.950	AC	2,670.00	15,886.50
1590	Stop Sign to include post	2.000	EA	300.00	600.00
1600	Speed Limit Sign to include post	4.000	EA	300.00	1,200.00
1610	Sanitary Facilities	1.000	LS	180.00	180.00
1620	Removal of Unsuitable Subgrade	93.000	CY	49.90	4,640.70
1630	Remove and Dispose of Fly Ash Subbase	20.000	CY	211.90	4,238.00
1640	Imported Structural Fill	93.000	CY	38.60	3,589.80
1650	Flush Driveway Pipes	41.000	EA	800.00	32,800.00
1660	Property Protection	1.000	LS	6,000.00	6,000.00
	Corinth Church Base Total				**$3,294,668.85**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Corinth Church Rd. Alternate				
1680	Single Surface Treatmemt (Chip Seal), stone size #	48,509.000	SY	3.45	167,356.05
1690	Double Surface Treatment w/ #7, 89 and sand seal (	-48,509.000	SY	8.00	-388,072.00
1700	2" Asphalt Surface Course 12.5 mm Superpave	5,336.000	TN	137.70	734,767.20
	Corinth Church Alternate Total				**$514,051.25**
	Corinth Base & Alternate Total				**$3,808,720.10**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Courthouse Rd. Base Bid				
1720	Submittals	1.000	LS	877.50	877.50
1730	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
1740	Traffic and Safety Control	1.000	LS	2,140.00	2,140.00
1750	Mobilization and Demobilization	1.000	LS	74,000.00	74,000.00
1760	6" FDR Treatment Mix 1	16,402.000	SY	6.50	106,613.00
1770	FDR Emulsion Mix 1 (3.4 gal/SY)	56,884.000	GAL	6.15	349,836.60
1780	MC-70 Bituminous Primer with Sand	16,402.000	SY	1.25	20,502.50
1790	Single Surface Treatmemt (Chip Seal), stone size #	15,641.000	SY	3.45	53,961.45
1800	2" Asphalt Surface Course 12.5 mm Superpave	1,720.000	TN	148.40	255,248.00
1810	Clear/Mow Ditches	1.000	LS	4,330.00	4,330.00
1820	Shoulder Clipping and Grading	1.890	AC	3,210.00	6,066.90
1830	5" Solid Traffic Stripe-Yellow (High Build)	6,857.000	LF	1.35	9,256.95
1840	5" Solid Traffic Stripe- White (High Build)	13,714.000	LF	1.35	18,513.90
1850	5" Skip Traffic Stripe- Yellow (High Build)	6,857.000	GLF	0.75	5,142.75
1860	24" Stop Bar (High Build)	2.000	EA	435.00	870.00
1870	Turf Establishment	1.890	AC	6,670.00	12,606.30
1880	Temporary Grassing	1.890	AC	2,670.00	5,046.30
1890	Stop Sign to include post	2.000	EA	300.00	600.00
1900	Speed Limit Sign to include post	2.000	EA	300.00	600.00
1910	Sanitary Facilities	1.000	LS	180.00	180.00
1920	Removal of Unsuitable Subgrade	29.000	CY	49.90	1,447.10
1930	Remove and Dispose of Fly Ash Subbase	6.000	CY	211.90	1,271.40
1940	Imported Structural Fill	29.000	CY	38.60	1,119.40
1950	Property Protection	1.000	LS	2,670.00	2,670.00
	Courthouse Base Total				**$934,630.05**
	Courthouse Rd. Alternate				
1970	Single Surface Treatmemt (Chip Seal), stone size #	15,641.000	SY	3.45	53,961.45
1980	Double Surface Treatment w/ #7, 89 and sand seal (	-15,641.000	SY	8.00	-125,128.00
1990	2" Asphalt Surface Course 12.5 mm Superpave	1,720.000	TN	153.50	264,020.00
	Courthouse Alternate Total				**$192,853.45**
	Courthouse Base & Alternate Total				**$1,127,483.50**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Floyd Rd. Base Bid				
2010	Submittals	1.000	LS	877.50	877.50
2020	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
2030	Traffic and Safety Control	1.000	LS	21,500.00	21,500.00
2040	Mobilization and Demobilization	1.000	LS	70,000.00	70,000.00
2050	24" RCP Cross Drain (LF)	32.000	LF	291.90	9,340.80
2060	18" RCP Driveway drain (LF)	288.000	LF	179.60	51,724.80
2070	6" FDR Treatment Mix 1	18,777.000	SY	6.50	122,050.50
2080	FDR Emulsion Mix 1 (3.4 gal/SY)	65,117.000	GAL	6.15	400,469.55
2090	Construction Material Testing (CMT) and Quality Co	1.000	LS	12,500.00	12,500.00
2100	MC-70 Bituminous Primer with Sand	18,777.000	SY	1.25	23,471.25
2110	Double Surface Treatment w/ #7, 89 and sand seal (	17,908.000	SY	8.00	143,264.00
2120	Cut New Ditch (to include hauling and removal of	21.000	CY	63.90	1,341.90
2130	Deepen Existing Ditch (to include hauling and rem	4.000	CY	63.60	254.40
2140	Clear/Mow Ditches	1.000	LS	4,670.00	4,670.00
2150	Shoulder Clipping and Grading	2.150	AC	3,210.00	6,901.50
2160	5" Solid Traffic Stripe- Yellow (High Build)	7,815.000	LF	1.35	10,550.25
2170	5" Solid Traffic Stripe- White (High Build)	15,630.000	LF	1.35	21,100.50
2180	5" Skip Traffic Stripe- Yellow (High Build)	7,815.000	GLF	0.75	5,861.25
2190	24" Stop Bar (High Build)	4.000	EA	33.35	133.40
2200	Turf Establishment	2.150	AC	6,670.00	14,340.50
2210	Temporary Grassing	2.150	AC	2,670.00	5,740.50
2220	Stop Sign to include post	4.000	EA	300.00	1,200.00
2230	Speed Limit Sign to include post	2.000	EA	300.00	600.00
2240	Sanitary Facilities	1.000	LS	180.00	180.00
2250	Removal of Unsuitable Subgrade	34.000	CY	49.95	1,698.30
2260	Remove and Dispose of Fly Ash Subbase	7.000	CY	211.90	1,483.30
2270	Imported Structural Fill	34.000	CY	38.60	1,312.40
2280	Flush Driveway Pipes	18.000	EA	800.00	14,400.00
2290	Property Protection	1.000	LS	2,670.00	2,670.00
	Floyd Base Total				**$951,366.60**
	Floyd Rd. Alternate				
2310	Single Surface Treatmemt (Chip Seal), stone size #	17,908.000	SY	3.45	61,782.60

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
2320	Double Surface Treatment w/ #7, 89 and sand seal (	-17,908.000	SY	8.00	-143,264.00
2330	2" Asphalt Surface Course 12.5 mm Superpave	1,970.000	TN	131.90	259,843.00
	Floyd Alternate Total				**$178,361.60**
	Floyd Base & Alternate Total				**$1,129,728.20**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Mt. Pleasant Rd. Base Bid				
2350	Submittals	1.000	LS	877.50	877.50
2360	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
2370	Traffic and Safety Control	1.000	LS	2,140.00	2,140.00
2380	Mobilization and Demobilization	1.000	LS	115,000.00	115,000.00
2390	18" RCP Driveway drain (LF)	780.000	LF	168.00	131,040.00
2400	6" FDR Treatment Mix 1	20,921.000	SY	6.50	135,986.50
2410	FDR Emulsion Mix 1 (3.4 gal/SY)	72,555.000	GAL	6.15	446,213.25
2420	Construction Material Testing (CMT) and Quality Co	1.000	LS	13,900.00	13,900.00
2430	MC-70 Bituminous Primer with Sand	20,921.000	SY	1.25	26,151.25
2440	Double Surface Treatment w/ #7, 89 and sand seal (	19,941.000	SY	8.00	159,528.00
2450	Cut New Ditch (to include hauling and removal of	48.000	CY	63.80	3,062.40
2460	Deepen Existing Ditch (to include hauling and rem	17.000	CY	63.70	1,082.90
2470	Clear/Mow Ditches	1.000	LS	5,000.00	5,000.00
2480	Shoulder Clipping and Grading	2.430	AC	3,210.00	7,800.30
2490	5" Solid Traffic Stripe- Yellow (High Build)	8,827.000	LF	1.35	11,916.45
2500	5" Solid Traffic Stripe- White (High Build)	17,654.000	LF	1.35	23,832.90
2510	5" Skip Traffic Stripe- Yellow (High Build)	8,827.000	GLF	0.75	6,620.25
2520	24" Stop Bar (High Build)	1.000	EA	33.35	33.35
2530	Turf Establishment	2.430	AC	6,670.00	16,208.10
2540	Temporary Grassing	2.430	AC	2,670.00	6,488.10
2550	Stop Sign to include post	1.000	EA	300.00	300.00
2560	Speed Limit Sign to include post	2.000	EA	300.00	600.00
2570	Sanitary Facilities	1.000	LS	180.00	180.00
2580	Removal of Unsuitable Subgrade	38.000	CY	49.90	1,896.20
2590	Remove and Dispose of Fly Ash Subbase	8.000	CY	211.90	1,695.20
2600	Imported Structural Fill	38.000	CY	38.60	1,466.80
2610	Flush Driveway Pipes	48.800	EA	800.00	39,040.00
2620	Property Protection	1.000	LS	2,670.00	2,670.00
	Mt. Pleasant Base Total				**$1,162,459.45**
	Mt. Pleasant Rd. Alternate				
2640	Single Surface Treatmemt (Chip Seal), stone size #	19,941.000	SY	3.45	68,796.45
2650	Double Surface Treatment w/ #7, 89 and sand seal (	-19,941.000	SY	8.00	-159,528.00

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
2660	2" Asphalt Surface Course 12.5 mm Superpave	2,193.000	TN	139.00	304,827.00
	Mt. Pleasant Alternate Total				**$214,095.45**
	Mt Pleasant Base & Alternate Total				**$1,376,554.90**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Old August 1 Base Bid				
2680	Submittals	1.000	LS	877.50	877.50
2690	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
2700	Traffic and Safety Control	1.000	LS	9,880.00	9,880.00
2710	Mobilization and Demobilization	1.000	LS	56,000.00	56,000.00
2720	24" RCP Cross Drain (LF)	216.000	LF	217.60	47,001.60
2730	18" RCP Driveway drain (LF)	56.000	LF	182.40	10,214.40
2740	6" FDR Treatment Mix 1	9,050.000	SY	6.50	58,825.00
2750	FDR Emulsion Mix 1 (3.4 gal/SY)	31,384.000	GAL	6.15	193,011.60
2760	Construction Material Testing (CMT) and Quality Co	1.000	LS	6,030.00	6,030.00
2770	MC-70 Bituminous Primer with Sand	9,050.000	SY	1.25	11,312.50
2780	Double Surface Treatment w/ #7, 89 and sand seal (	8,624.000	SY	8.00	68,992.00
2790	Cut New Ditch (to include hauling and removal of	43.000	CY	63.80	2,743.40
2800	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
2810	Shoulder Clipping and Grading	1.060	AC	3,210.00	3,402.60
2820	5" Solid Traffic Stripe- Yellow (High Build)	3,832.000	LF	1.35	5,173.20
2830	5" Solid Traffic Stripe- White (High Build)	7,664.000	LF	1.35	10,346.40
2840	5" Skip Traffic Stripe- Yellow (High Build)	3,832.000	GLF	0.75	2,874.00
2850	24" Stop Bar (High Build)	1.000	EA	33.35	33.35
2860	Turf Establishment	1.060	AC	6,670.00	7,070.20
2870	Temporary Grassing	1.060	AC	2,670.00	2,830.20
2880	Stop Sign to include post	1.000	EA	300.00	300.00
2890	Speed Limit Sign to include post	2.000	EA	300.00	600.00
2900	Sanitary Facilities	1.000	LS	180.00	180.00
2910	Removal of Unsuitable Subgrade	16.000	CY	50.00	800.00
2920	Remove and Dispose of Fly Ash Subbase	4.000	CY	211.90	847.60
2930	Imported Structural Fill	16.000	CY	38.70	619.20
2940	Flush Driveway Pipes	3.500	EA	914.50	3,200.75
2950	Property Protection	1.000	LS	2,670.00	2,670.00
	Old August 1 Base Total				**$510,895.50**
	Old Augusta 1 Alternate				
2970	Single Surface Treatmemt (Chip Seal), stone size #	8,624.000	SY	3.45	29,752.80
2980	Double Surface Treatment w/ #7, 89 and sand seal (	-8,624.000	SY	8.00	-68,992.00

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
2990	2" Asphalt Surface Course 12.5 mm Superpave	949.000	TN	133.60	126,786.40
	Old August 1 Alternate Total				**$87,547.20**
	Old Augusta 1 Base & Alternate Total				**$598,442.70**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Old Augusta 2 Base Bid				
3010	Submittals	1.000	LS	877.50	877.50
3020	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
3030	Traffic and Safety Control	1.000	LS	67,900.00	67,900.00
3040	Mobilization and Demobilization	1.000	LS	208,000.00	208,000.00
3050	24" RCP Cross Drain (LF)	72.000	LF	190.60	13,723.20
3060	18" RCP Driveway drain (LF)	16.000	LF	224.10	3,585.60
3070	6" FDR Treatment Mix 1	6,391.000	SY	6.50	41,541.50
3080	FDR Emulsion Mix 1 (3.4 gal/SY)	22,164.000	GAL	6.15	136,308.60
3090	6" FDR Treatment Mix 3	53,198.000	SY	6.50	345,787.00
3100	FDR Emulsion Mix 3 (4.3 gal/SY)	233,325.000	GAL	6.15	1,434,948.75
3110	Construction Material Testing (CMT) and Quality Co	1.000	LS	39,700.00	39,700.00
3120	MC-70 Bituminous Primer with Sand	59,589.000	SY	1.25	74,486.25
3130	Double Surface Treatment w/ #7, 89 and sand seal (	56,753.000	SY	8.00	454,024.00
3140	Cut New Ditch (to include hauling and removal of	44.000	CY	63.80	2,807.20
3150	Deepen Existing Ditch (to include hauling and rem	22.000	CY	63.80	1,403.60
3160	Clear/Mow Ditches	1.000	LS	13,300.00	13,300.00
3170	Shoulder Clipping and Grading	0.750	AC	3,210.00	2,407.50
3180	5" Solid Traffic Stripe- Yellow (High Build)	25,519.000	LF	1.35	34,450.65
3190	5" Solid Traffic Stripe- White (High Build)	51,038.000	LF	1.35	68,901.30
3200	5" Skip Traffic Stripe- Yellow (High Build)	25,519.000	GLF	0.75	19,139.25
3210	Turf Establishment	7.030	AC	6,670.00	46,890.10
3220	Temporary Grassing	7.030	AC	2,670.00	18,770.10
3230	Speed Limit Sign to include post	2.000	EA	300.00	600.00
3240	Sanitary Facilities	1.000	LS	180.00	180.00
3250	Removal of Unsuitable Subgrade	110.000	CY	49.90	5,489.00
3260	Remove and Dispose of Fly Ash Subbase	24.000	CY	211.90	5,085.60
3270	Imported Structural Fill	110.000	CY	38.60	4,246.00
3280	Flush Driveway Pipes	1.000	EA	928.00	928.00
3290	Property Protection	1.000	LS	6,000.00	6,000.00
	Old August 2 Base Total				**$3,053,210.70**
	Old Augusta 2 Alternate				
3310	Single Surface Treatmemt (Chip Seal), stone size #	56,753.000	SY	3.35	190,122.55

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
3320	Double Surface Treatment w/ #7, 89 and sand seal (	-56,753.000	SY	8.00	-454,024.00
3330	2" Asphalt Surface Course 12.5 mm Superpave	6,243.000	TN	137.60	859,036.80
	Old Augusta 2 Alternate Total				**$595,135.35**
	Old Augusta 2 Base & Alternate Total				**$3,648,346.05**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Old Dixie Rd. Base Bid				
3350	Submittals	1.000	LS	877.50	877.50
3360	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
3370	Traffic and Safety Control	1.000	LS	2,140.00	2,140.00
3380	Mobilization and Demobilization	1.000	LS	73,000.00	73,000.00
3390	24" RCP Cross Drain (LF)	288.000	LF	210.90	60,739.20
3400	18" RCP Driveway drain (LF)	168.000	LF	182.50	30,660.00
3410	6" FDR Treatment Mix 1	17,022.000	SY	6.50	110,643.00
3420	FDR Emulsion Mix 1 (3.4 gal/SY)	59,033.000	GAL	6.15	363,052.95
3430	Construction Material Testing (CMT) and Quality Co	1.000	LS	11,300.00	11,300.00
3440	MC-70 Bituminous Primer with Sand	17,022.000	SY	1.25	21,277.50
3450	Double Surface Treatment w/ #7, 89 and sand seal (	16,350.000	SY	8.00	130,800.00
3460	Cut New Ditch (to include hauling and removal of	83.000	CY	63.80	5,295.40
3470	Deepen Existing Ditch (to include hauling and rem	33.000	CY	63.70	2,102.10
3480	Clear/Mow Ditches	1.000	LS	4,000.00	4,000.00
3490	Tree/stump Removal	25.000	EA	5,000.00	125,000.00
3500	Shoulder Clipping and Grading	1.670	AC	3,200.00	5,344.00
3510	5" Solid Traffic Stripe- Yellow (High Build)	6,046.000	LF	1.35	8,162.10
3520	5" Solid Traffic Stripe- White (High Build)	12,092.000	LF	1.35	16,324.20
3530	5" Skip Traffic Stripe- Yellow (High Build)	6,046.000	GLF	0.75	4,534.50
3540	Turf Establishment	1.670	AC	6,670.00	11,138.90
3550	Temporary Grassing	1.670	AC	2,670.00	4,458.90
3560	Speed Limit Sign to include post	2.000	EA	300.00	600.00
3570	Sanitary Facilities	1.000	LS	180.00	180.00
3580	Removal of Unsuitable Subgrade	26.000	CY	49.90	1,297.40
3590	Remove and Dispose of Fly Ash Subbase	6.000	CY	211.90	1,271.40
3600	Imported Structural Fill	26.000	CY	38.60	1,003.60
3610	Flush Driveway Pipes	10.500	EA	929.50	9,759.75
3620	Property Protection	1.000	LS	2,670.00	2,670.00
	Old Dixie Base Total				**$1,009,362.40**
	Old Dixie Rd. Alternate				
3640	Single Surface Treatmemt (Chip Seal), stone size #	16,350.000	SY	3.45	56,407.50
3650	Double Surface Treatment w/ #7, 89 and sand seal (	-16,350.000	SY	8.00	-130,800.00

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
3660	2" Asphalt Surface Course 12.5 mm Superpave	1,799.000	TN	139.00	250,061.00
	Old Dixie Alternate Total				**$175,668.50**
	Old Dixie Base & Alternate Total				**$1,185,030.90**

BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Scuffletown Rd. Base Bid				
3680	Submittals	1.000	LS	877.50	877.50
3690	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
3700	Traffic and Safety Control	1.000	LS	38,900.00	38,900.00
3710	Mobilization and Demobilization	1.000	LS	83,500.00	83,500.00
3720	18" RCP Driveway drain (LF)	688.000	LF	171.60	118,060.80
3730	6" FDR Treatment Mix 1	11,478.000	SY	6.50	74,607.00
3740	FDR Emulsion Mix 1 (3.4 gal/SY)	39,805.000	GAL	6.15	244,800.75
3750	Construction Material Testing (CMT) and Quality Co	1.000	LS	7,650.00	7,650.00
3760	MC-70 Bituminous Primer with Sand	11,478.000	SY	1.25	14,347.50
3770	Double Surface Treatment w/ #7, 89 and sand seal (	10,950.000	SY	8.00	87,600.00
3780	Cut New Ditch (to include hauling and removal of	244.000	CY	63.80	15,567.20
3790	Deepen Existing Ditch (to include hauling and rem	13.000	CY	63.70	828.10
3800	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
3810	Shoulder Clipping and Grading	1.310	AC	3,200.00	4,192.00
3820	5" Solid Traffic Stripe-Yellow (High Build)	4,750.000	LF	1.35	6,412.50
3830	5" Solid Traffic Stripe- White (High Build)	9,500.000	LF	1.35	12,825.00
3840	5" Skip Traffic Stripe- Yellow (High Build)	4,750.000	GLF	0.75	3,562.50
3850	24" Stop Bar (High Build)	2.000	EA	33.35	66.70
3860	Turf Establishment	1.310	AC	6,670.00	8,737.70
3870	Temporary Grassing	1.310	AC	2,670.00	3,497.70
3880	Stop Sign to include post	2.000	EA	300.00	600.00
3890	Speed Limit Sign to include post	2.000	EA	300.00	600.00
3900	Sanitary Facilities	1.000	LS	180.00	180.00
3910	Removal of Unsuitable Subgrade	20.000	CY	49.95	999.00
3920	Remove and Dispose of Fly Ash Subbase	4.000	CY	211.90	847.60
3930	Imported Structural Fill	20.000	CY	38.60	772.00
3940	Flush Driveway Pipes	43.000	EA	930.00	39,990.00
3950	Property Protection	1.000	LS	2,670.00	2,670.00
	Scuffletown Base Total				**$777,751.55**
	Scuffletown Rd. Alternate				
3970	Single Surface Treatmemt (Chip Seal), stone size #	10,950.000	SY	3.45	37,777.50
3980	Double Surface Treatment w/ #7, 89 and sand seal (	-10,950.000	SY	8.00	-87,600.00

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
3990	2" Asphalt Surface Course 12.5 mm Superpave	1,205.000	TN	143.70	173,158.50
	Scuffletown Alternate Total				**$123,336.00**
	Scuffletown Base & Alternate Total				**$901,087.55**

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
	Whitaker Rd. Base Bid				
4010	Submittals	1.000	LS	877.50	877.50
4020	PreConstruction Personnel Training (PPT)	1.000	LS	1,730.00	1,730.00
4030	Traffic and Safety Control	1.000	LS	23,400.00	23,400.00
4040	Mobilization and Demobilization	1.000	LS	79,000.00	79,000.00
4050	24" RCP Cross Drain (LF)	96.000	LF	231.10	22,185.60
4060	18" RCP Driveway drain (LF)	160.000	LF	169.40	27,104.00
4070	6" FDR Treatment Mix 1	13,437.000	SY	6.50	87,340.50
4080	FDR Emulsion Mix 1 (3.4 gal/SY)	46,601.000	GAL	6.15	286,596.15
4090	Construction Material Testing (CMT) and Quality Co	1.000	LS	8,960.00	8,960.00
4100	MC-70 Bituminous Primer with Sand	13,437.000	SY	1.25	16,796.25
4110	Double Surface Treatment w/ #7, 89 and sand seal (	12,811.000	SY	8.00	102,488.00
4120	Cut New Ditch (to include hauling and removal of	9.000	CY	63.80	574.20
4130	Deepen Existing Ditch (to include hauling and rem	3.000	CY	64.50	193.50
4140	Clear/Mow Ditches	1.000	LS	3,330.00	3,330.00
4150	Shoulder Clipping and Grading	1.550	AC	3,200.00	4,960.00
4160	5" Solid Traffic Stripe- Yellow (High Build)	5,641.000	LF	1.35	7,615.35
4170	5" Solid Traffic Stripe- White (High Build)	11,282.000	LF	1.35	15,230.70
4180	5" Skip Traffic Stripe- Yellow (High Build)	5,641.000	GLF	0.75	4,230.75
4190	24" Stop Bar (High Build)	1.000	EA	33.35	33.35
4200	Turf Establishment	1.550	AC	6,670.00	10,338.50
4210	Temporary Grassing	1.550	AC	2,670.00	4,138.50
4220	Stop Sign to include post	1.000	EA	300.00	300.00
4230	Speed Limit Sign to include post	2.000	EA	300.00	600.00
4240	Sanitary Facilities	1.000	LS	180.00	180.00
4250	Removal of Unsuitable Subgrade	24.000	CY	49.85	1,196.40
4260	Remove and Dispose of Fly Ash Subbase	5.000	CY	211.90	1,059.50
4270	Imported Structural Fill	24.000	CY	38.55	925.20
4280	Flush Driveway Pipes	10.000	EA	931.00	9,310.00
4290	Property Protection	1.000	LS	2,670.00	2,670.00
	Whitaker Base Total				**$723,363.95**
	Whitaker Rd. Alternate				
4310	Single Surface Treatmemt (Chip Seal), stone size #	12,811.000	SY	3.45	44,197.95

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BID PROPOSAL

Biditem	Description	Quantity	Units	Unit Price	Bid Total
4320	Double Surface Treatment w/ #7, 89 and sand seal (	-12,811.000	SY	8.00	-102,488.00
4330	2" Asphalt Surface Course 12.5 mm Superpave	1,409.000	TN	134.00	188,806.00
	Whitaker Alternate Total				**$130,515.95**
	Whitaker Base & Alternate Total				**$853,879.90**
	Bid Total				**$18,485,302.65**

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Section 1.30 of the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the **1st** of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.

   a. **90** percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the A/E, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the A/E. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and

   b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts as Engineer shall determine and less **150** percent of A/E's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by A/E.

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of **1** percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.

D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.

E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.

F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

ARTICLE 10 – INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the County, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or

indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the negligence of the CONTRACTOR or its subcontractors.

The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless County, at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them.

The CONTRACTOR'S obligation to indemnify the County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

ARTICLE 11 – INDEPENDENT CONTRACTOR

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Contract. Any provisions of this Contract that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

ARTICLE 12 – CONTRACT DOCUMENTS

12.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 34, inclusive).
2. General Conditions (pages 1 to 7, inclusive).
3. Supplemental Conditions (pages 1 to 2 inclusive).
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda (numbers 1 to 1, inclusive).

6. Exhibits to this Agreement (enumerated as follows):

   a. Contractor's Bid (pages 1 to 25 inclusive).

   b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

   a. Notice to Proceed (pages _1_ to _1_, inclusive).

   b. Work Change Directives.

   c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

   A Field Order;

   1. A/E's approval of a Shop Drawing or Sample; or

   2. A/E's written interpretation or clarification.

ARTICLE 13 – MISCELLANEOUS

13.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

13.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.03 *Successors and Assigns*

A. County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on_____ (which is the Effective Date of the Agreement).

COUNTY:

Effingham County Board of Commissioners

By: Wesley M. Corbett

Title: Chairman

Attest: S. Johnson

Title: County Clerk

Address for giving notices:

804 S. Laurel Street

Springfield, GA 31329

CONTRACTOR:

_____

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

NOTICE TO PROCEED

TO: RANGER CONSTRUCTION

RE: NOTICE TO PROCEED – CONSTRUCTION

ITB 22-25-008 - Full Depth Reclamation of Ash Roads

Please consider this your NOTICE TO PROCEED (NTP) on the above referenced project. In accordance with the terms of the contract, Contractor shall engage immediately upon receipt of the NTP, to submit the specified Submittals within seven (7) calendar days of NTP receipt, to conduct the PreConstruction Personnel Training (PPT) within fourteen (14) calendar days of NTP receipt, to commence physical work on the first road within twenty- one (21) calendar days of NTP receipt, and to complete the work within one hundred fifty- two (152) calendar days of NTP receipt. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as "liquated" damages in an amount equal to **$500.00** per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this 17th day of May, 2022

Effingham County Board of Commissioners

Wesley M. Corbitt

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: _____

By: _____

Title: _____

Date of Acceptance: _____

Staff Report

Subject: Approval of SAAS Services Agreement with Just Appraised for the Tax Assessor's Office
Author: Alison Bruton, Purchasing Agent
Department: Tax Assessor
Meeting Date: June 21, 2022
Item Description: SAAS Services Agreement with Just Appraised for the Tax Assessor's Office

Summary Recommendation: Staff recommends approval of SAAS Services Agreement with Just Appraised for the Tax Assessor's Office

Executive Summary/Background:

- Just Appraised compiles various data sources about real estate transactions and creates a workflow that is designed to allow staff to process real estate sales more quickly.
- The annual fee for this agreement is $15,750.00. The fee is based on deeds processed.
- The term of this agreement is July 1, 2022 thru June 30, 2023. The Initial Term will automatically renew on an annual basis for one-year terms unless either party elects not to renew by giving the other party written notice at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as applicable.

Alternatives for Commission to Consider

1. Approval of SAAS Services Agreement with Just Appraised for the Tax Assessor's Office
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: Tax Assessor, Purchasing
Funding Source: Tax Assessor Operating Budget
Attachments: Just Appraised Agreement

JUST APPRAISED

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into effective as of July 1, 2022 (the "Effective Date") between Just Appraised Inc., with a place of business at 2261 Market Street #4074 San Francisco CA, 94114 ("Company"), and the undersigned Customer ("Customer").

BACKGROUND

A. Company provides a sales verification software-as-a-service application that aggregates various data sources about real estate transactions and creates a workflow that is designed to allow staff members to process real estate sales more quickly (collectively, the "Platform").

B. Company also provides support and maintenance services related to its Platform, and may offer consulting, implementation and other professional services.

C. Customer wishes to utilize the Platform and related services as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. PLATFORM ACCESS.

1.1 Subject to the terms and conditions of this Agreement, Company hereby grants Customer and its Users a non-exclusive, non-transferable (except for permitted assignments under Section 9) right, during the Term (as defined below), to access and use the Platform solely for Customer's internal business purposes in accordance with the applicable Order Form. As used herein, "User" means an employee, representative, consultant, contractor or agent of Customer who is authorized to use the Platform and has been supplied a user identification and password by Customer (or by Company at Customer's request).

1.2 As used herein, "Order Form" means a quote, order form in substantially the form attached as Exhibit A, or other ordering document detailing the Customer's access to the Platform and any associated fees therefor and any transaction-specific terms and conditions. Upon mutual execution (or, in the case of quotes, confirmation and placement of the order by Customer), Order Form(s) will be governed by the terms and conditions hereof and are deemed incorporated herein by this reference. If the parties agree, an Order Form may be used in connection with, or in lieu of, an SOW (as defined below).

1.3 As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate. Customer may only allow that number of Users as is specified in the applicable Order Forms(s) to use the Platform at any one time. Customer acknowledges that Company may include in its Platform functionality to track the number of active Users and to disallow use by more than the authorized number of Users. Customer is responsible for all activities that occur under Customer's User accounts. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform, and shall promptly notify Company of any known unauthorized use. Customer will ensure that (a) all Users given access to the Platform have the right to access the information and Customer Data made accessible to them by Customer through the Platform and (b) any User granting Company access to any Customer Data has the right and authority to grant such access.

2. SUPPORT AND PROFESSIONAL SERVICES

2.1 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

2.2 In connection with Customer's use of the Platform, Company and Customer may agree in an Order Form and/or a separate mutually executed Statement of Work (an "SOW") upon training, implementation, consulting or other professional services to be performed by Company (collectively the "Professional Services"). Customer agrees to provide Company with any required Customer materials needed for Company to perform the Professional Services, and hereby grants Company a royalty-free, non-exclusive, worldwide license to use such materials for the sole purpose of enabling Company to perform the Professional Services. Company will use commercially reasonable efforts to meet any schedules set forth in an SOW or Order Form, and Customer agrees to cooperate in good faith to allow Company to achieve completion of such Professional Services in a timely and professional manner. If achievement of any particular milestone is dependent upon performance of tasks by Customer or by a third

party outside of Company's control, any projected dates for accomplishing such milestones will be approximately adjusted to reflect any changes in such tasks. Company retains all right, title and interest in and to (i) anything it uses or develops in connection with performing Professional Services for Customer, including, among other things, software, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how and (ii) anything it delivers to Customer during the course of performing Professional Services (collectively, "Deliverables") ((i) and (ii) being collectively referred to herein as the "Professional Services IP"), unless otherwise specified in the applicable Order Form or SOW. Company hereby grants to Customer and its Users, a non-exclusive, non-transferable (except for permitted assignments under Section 9), worldwide, royalty-free, limited-term license to use the Deliverables during the Term solely in conjunction with Customer's use of the Platform. Customer may not copy, modify, or otherwise create derivative works of any Deliverables without Company's prior written consent in each case.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Customer and its Users will not, directly or indirectly, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform ("Software"); (ii) modify, copy, translate, or create derivative works based on the Platform or any Software (except to the extent expressly permitted by Company or authorized within the Platform); (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Platform available to any third party, except for Users; (iv) use the Platform to send spam or unsolicited messages, collect data regarding others without their consent, transmit unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar or obscene material or material harmful to minors, transmit viruses or other harmful computer code; (v) attempt to interfere with or disrupt the performance of the Platform or the data contained therein; (vi) attempt to gain unauthorized access to the Platform or networks related to the Platform; (vii) interfere with another's use of the Platform; (viii) create "links" to or from the Platform, or "frame" or "mirror" any of Company's content; (ix) use the Platform in any manner or for any purpose that is unlawful under applicable laws; (x) access the Platform to build a competitive service, reproduce features of the Platform, or resell the Platform; or (xi) remove any proprietary notices or labels from the Company IP (as defined below).

3.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Platform, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement

3.3 Customer represents, covenants, and warrants that Customer will use the Platform only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Platform. Although Company has no obligation to monitor Customer's use of the Platform, Company may do so and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing.

3.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Platform or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

4.2 During the Term, Customer will provide, or otherwise make available, to Company the Customer Data. As used herein, "Customer Data" means all data and other information that is provided to Company through Customer's use of the Platform or is otherwise made available to Company by Customer (or at the direction of Customer). Customer Data may be provided or made

available to Company directly by Customer or indirectly by authorizing Customer's third-party vendors to provide such Customer Data to Company. Customer hereby grants to Company a non-exclusive, non-transferable, non-sublicenseable, royalty-free, paid-up, revocable, perpetual license to use, copy, execute, reproduce, display, perform, disclose, distribute and prepare derivative works of the Customer Data for the purposes of (i) providing the Platform and Professional Services to Customer, and (ii) to improve and develop the Platform, Professional Services and Company's other products and services. Customer represents and warrants that it has all necessary rights, consents, approvals and authorizations to collect, process, disclose, license, use and give Company access to the Customer Data as contemplated by this Agreement.

4.3 Company shall own and retain all right, title and interest in and to (a) the Platform and Software, all improvements, enhancements, derivative works, or modifications thereto, (b) all Professional Services IP, (c) any data that is based on or derived from the Customer Data (including derivative works of the Customer Data), and (d) all intellectual property rights related to any of the foregoing (collectively, the "Company IP").

4.4 Notwithstanding anything to the contrary, the Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Platform and Professional Services rendered to Customer and related systems and technologies (including, Customer Data and data derived therefrom), and Company will be free (during and after the Term as applicable) to use and disclose such information and data (a) to improve and enhance the Platform, and (b) for other development, improvement, diagnostic and corrective purposes in connection with providing the Platform and other Company offerings to Customer and to third parties.

4.5 During the Term, Customer may provide Company with feedback concerning the Platform and/or Professional Services, or Customer may provide Company with other comments and suggestions for new products, features, or improvements (collectively, "Feedback"). Customer acknowledges that Company will own all right, title, and interest in and to the Feedback, and Customer hereby irrevocably transfers and assigns to Company all of its right, title and interest in such Feedback, including all intellectual property rights therein. At Company's request and expense, Customer agrees to execute documents or take such further actions as Company may reasonably request to help Company acquire, perfect, and maintain its rights in the Feedback. All Feedback provided by Customer to Company shall be provided on an "as is" basis with no warranty. For the sake of clarity, Customer is not obligated to provide Company with any Feedback under this Agreement.

5. PAYMENT OF FEES

5.1 Customer will pay Company the then applicable fees described in the Order Form(s) and SOW(s) for the Platform and Professional Services in accordance with the terms therein (the "Fees"). License Fees (as defined in the applicable Order Form) will be invoiced annually promptly following the Order Form Effective Date (as defined in the applicable Order Form) and each annual anniversary thereof, and such invoices will be paid in accordance with Section 5.2 below. Unless an Order Form of SOW provides otherwise, any initial Implementation Fees, Training Fees and/or Integration Fees (collectively, "Professional Services Fees") specified in the Order Form or an SOW will be invoiced promptly following the Effective Date of the applicable Order Form and/or SOW and will be paid in accordance with Section 5.2 below. Any subsequent Professional Services Fees will be invoiced and paid in accordance with the applicable Order Form and/or SOW. If Customer's use of the Platform exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term (as defined in the applicable Order Form) or thencurrent Renewal Term (as defined in the applicable Order Form), upon thirty (30) days prior notice to Customer (which may be sent by email), provided that such increases shall not exceed any limitations on increases specified in the Order Form. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

5.2 Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Platform other than U.S. taxes based on Company's net income.

6. TERM AND TERMINATION

6.1 The term of this Agreement will begin on the Effective Date and, unless terminated earlier as provided herein, will continue in effect for so long as there is an Order Form or SOW outstanding (the "Term"). Each Order Form (including Customer's obligation to pay the applicable License Fees) will automatically renew as set forth therein. Neither SOWs nor those portions of Order Forms that Customer uses to order Professional Services will automatically renew.

6.2 In addition to any other remedies it may have, either party may also terminate this Agreement (or an Order Form or SOW) with written notice (or without notice in the case of nonpayment) if the other party materially breaches any of the terms or conditions of this Agreement (or an Order Form or SOW) and does not cure such breach within thirty (30) days of receiving written notice of such breach from the other party. Customer will pay in full for the Platform up to and including the last day on which the Platform is provided.

6.3 Customer may terminate this Agreement for convenience by providing Company with sixty (60) days written notice. In the

event of such a termination, Customer will still be responsible for paying Company all Fees for the Initial Term or then-current Renewal Term, as applicable, and Customer will not receive a refund of any prepaid fees.

6.4 Sections 4, 5, 6.4 and 7-9 will survive expiration or termination of this Agreement for any reason.

7. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Platform in a manner which minimizes errors and interruptions in the Platform and shall perform the Professional Services in a professional and workmanlike manner. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE PLATFORM AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE PLATFORM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request. Company shall have the right to display Customer's name and logo on Company's website(s). In the event of a conflict between this Agreement and any Order Form or SOW, the Order Form or SOW will supersede. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, authorized representatives of the undersigned have executed this Agreement effective as of the Effective Date.

JUST APPRAISED INC.	**CUSTOMER: EFFINGHAM COUNTY TAX ASSESSORS**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A

JUST APPRAISED

SAAS SERVICES ORDER FORM (DEEDS)

This Order Form is effective as of July 1, 2022 (the "Order Form Effective Date") and is governed by the terms and conditions of the SaaS Services Agreement entered into by Just Appraised Inc. and the undersigned customer on July 1, 2022 (the "Agreement"). By signing this Order Form, Customer expressly agrees to be bound by the terms of conditions of this Agreement, which are incorporated herein by reference. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement. If there is an inconsistency or conflict between the terms of the Agreement and the terms of this Order Form, the terms of this Order Form shall govern.

Customer: Effingham County Tax Assessors	**Contact:** Neal Groover
Address: 901 N Pine St., Suite 106, Springfield, GA 31329	**Phone:** (912) 754-2125
	E-Mail: ngroover@effinghamcounty.org
License Fees: $15,750 per year for the Initial Term (the "License Fee"). After the Initial Term, Company may increase the License Fee in accordance with Section 5.1 of the Agreement, provided, however, that such price increases are limited to no more than 5% year over year. Fees to be invoiced in a single lump sum at the beginning of Initial Term and any subsequent Renewal Terms, and paid in accordance with Section 5.2 of the Agreement.	**Term**: July 1, 2022 thru June 30, 2023 ("Initial Term"). The Initial Term will automatically renew on an annual basis for one-year terms (each a "Renewal Term") unless either party elects not to renew by giving the other party written notice at least sixty (60) days prior to the end of the Initial Term or then-current Renewal Term, as applicable.

JUST APPRAISED INC.

By: _____
Name:
Title:
Date:

CUSTOMER: EFFINGHAM COUNTY TAX ASSESSORS

By: _____
Name:
Title:
Date:

Staff Report

Subject: Water and Wastewater Master Plan – Design Task Order Amendment #4
Author: Eric Larson, Asst. County Manager
Department: County Engineering
Meeting Date: June 21, 2022
Item Description: Approve a change order to prepare a Design Plans and Construction oversight for a spray field expansion on Low Ground Road.

Summary Recommendation:
As part of the ongoing water and wastewater master plan effort, additional planning and design work is needed for the development of an additional spray field adjacent to the wastewater treatment plant on Low Ground Road.
Part 1 – initial site investigation, soil borings, groundwater modeling, and waste load allocation determination. This was completed by EOM Operations in December 2021.
Part 2 – Design Development Report, a required submittal to GA-EPD. Alliance is currently working on the DDR for submittal.
Part 3 – Design Plans for Construction and submittal to GA-EPD.
Part 4 – Construction.

Executive Summary/Background:
- Alliance Consulting Engineers, Inc. was contracted as an IDC consultant on February 4, 2021.
- Alliance was selected for the Water and Wastewater Masterplan on June 1, 2021
- Original task order amount = $195,000
- Task Order Amendment #1 for Ogeechee Run Tide Study = $20,000
- Task Order Amendment #2 for Part 2 above = $14,000
- Task Order Amendment #3 for Salinity data for the Ogeechee Run Tide Study = $9,500
- Requested Task Order Amendment #4 for Parts 3 and 4 above = $155,000
- Revised Task Order amount (Incl. amendments 1 through 4) = $393,500
- Time completion for Parts 3 and 4 of the Low Ground Road Sprayfield will be 270 to 340 days, depending on EPD approvals and contractor proposals.

Alternatives for Commission to Consider
1 - Approve task order amendment #4 with Alliance Consulting Engineers, Inc. in the amount of $155,000.
2 – Take no action and request more information.
3 - Deny. The Design and Construction services will still be needed. A request for proposals will have to be issued.

Recommended Alternative: Alternative 1
Other Alternatives: Alternative 2

Department Review: County Engineering; County Attorney

Funding Source: Water and Sewer Fund.

Attachments:
1. Alliance Contract with previous amendments
2. Task Order Amendment #4

EFFINGHAM COUNTY

PROFESSIONAL ENGINEERING SERVICES

COUNTYWIDE WATER AND WASTEWATER MASTER PLAN

NOTICE TO PROCEED FOR ADDITIONAL SERVICES

TASK ORDER #4

PROJECT NO. 21162-2051

DATED: June 6, 2022

In accordance with Paragraph 1.1 of the Master Agreement between Owner and Engineer for Professional Services dated February 4, 2021 ("Agreement"), Owner and Engineer agree as follows:

Description of Project: Development of County Wide Water and Water Masterplan for Effingham County, Georgia.

Services of Engineer: In accordance with Alliance Consulting Engineers, Inc. Master Agreement for Services dated February 4, 2021, and Proposal dated May 17, 2021, revised herein to include the Additional Services presented below:

- Part 3 – Provide Engineering Design and Construction Drawings for the +/- 34.5-Acre Reuse Land Application System (LAS) at Effingham County's property at 850 Low Ground Road based on Nutter and Associates Environmental Consultants' Technical Memorandum 21-144.1, dated April 18, 2022, and provide Permitting Services for the Construction Drawings through the Georgia Environmental Protection Division (EPD) and Department of Natural Resources (DNR)
- Part 4 – Provide Construction Phase Services for the +/- 34.5-Acre Reuse Land Application System (LAS) at Effingham County's property at 850 Low Ground Road.

The above Scope of Services assumes that Boundary and Topographic Survey of the property will be provided by Effingham County along with Wetlands Delineation Services. Alliance Consulting Engineers, Inc. can provide these Services at Effingham County's request.

Cost of Services: The method of Payment shall be in accordance with Article 5 – Payment of Services of the Master Agreement (dated February 4, 2021).

- Original Agreement Contract Amount: $ 195,000
- Executed Task Order #1 Tidal Study: $ 20,000
- Executed Task Order #2 Sprayfield Expansion (Part 2): $ 14,000
- Executed Task Order #3 Tidal Study - Salinity Data Collection: $ 9,500

- Proposed Task Order #4
    - Sprayfield Expansion (Part 3): $ 95,000
    - Sprayfield Expansion (Part 4): $ 60,000

Estimated Time Schedule: The Engineering Design and Construction Drawings are expected to be completed in ninety (90) to one-hundred (100) days. The Permitting Services are expected to be completed in approximately forty-five (45) to seventy-five (75) days. The Construction Phase Services are expected to be completed in approximately one hundred eighty (180) to two hundred forty (240) days. This Notice to Proceed is valid for a period of fifteen (15) days.

Agreed as to Scope and Cost of Services, and Time Schedule:

EFFINGHAM COUNTY	**ALLIANCE CONSULTING ENGINEERS, INC.**
BY: Timothy Callanan	BY: Deepal S. Eliatamby, P.E.
County Manager TITLE	President TITLE
DATE	6/6/22 DATE
WITNESS	Wendy J Culley WITNESS
Address for giving notices: 804 South Laurel Street Springfield, Georgia 31329	Address for giving notices: Post Office Box 8147 Columbia, South Carolina 29202-8147

EFFINGHAM COUNTY

PROFESSIONAL ENGINEERING SERVICES

COUNTYWIDE WATER AND WASTEWATER MASTER PLAN

NOTICE TO PROCEED FOR ADDITIONAL SERVICES

PROJECT NO. 21162-2051

DATED: December 30, 2021

In accordance with Paragraph 1.1 of the Master Agreement between Owner and Engineer for Professional Services date February 4, 2021 ("Agreement") Owner and Engineer agree as follows:

Description of Project: Development of County Wide Water and Water Masterplan for Effingham County, Georgia.

Services of Engineer: In accordance with Alliance Consulting Engineers Master Agreement for Services Dated February 4, 2021 and Proposal Dated May 17, 2021 revised herein to include the Additional Services presented below:

- Wastewater Discharge Permit Coordination and Field Support
- Data Analysis and Application Review
- Interface with Georgia Environmental Protection Division
- Ogeechee Tidal Study for the Little Ogeechee River
  - Location Selection for Gauge Deployment
  - Deployment of Gauges for One (1) Month
  - Analysis of Results and Delivery to EPD
  - Coordination with County and State on next phases of work

Cost of Services: The method of Payment shall be in accordance with Article 5 – Payment of Services of the Master Agreement (dated February 4, 2021).

- Current Agreement Contract Amount: $195,000
- Additional Services Notice to Proceed: $ 20,000

Estimated Time Schedule: Tidal Study Services are expected to be completed in 60 to 90 days from approved Notice to Proceed to factor required Gauge Deployment period.

Agreed as to Scope and Cost of Services, and Time Schedule:

EFFINGHAM COUNTY	**ALLIANCE CONSULTING ENGINEERS, INC.**
BY: Timothy Callanan	BY: Deepal S. Eliatamby, P.E.
County Manager TITLE	President TITLE
DATE	1/3/2023 DATE
WITNESS	WITNESS
Address for giving notices: 804 S. Laurel Street Springfield, Georgia 31329	Address for giving notices: Post Office Box 8147 Columbia, South Carolina 29202-8147

Proposal Short Form

Client:	Alliance Consulting Engineers, Inc	E-mail:	ahogan@alliancece.com	E-Mail	☒
Address:	124 Verdae Boulevard, Suite 505	Phone:	864-284-1740	Facsimile	☐
	Greenville, South Carolina 29607	Cell:	865-508-0110	Standard Mail	☐
Attention:	Adam R. Hogan, P.E.	Effective Date:	December 20, 2021		
Project Name:	Little Ogeechee River Tide Study	Location:	Effingham County, GA		

Scope: This proposal is for Water Environment Consultants, LLC (WEC) to assist Alliance Consulting Engineers (Alliance) with a tide study for the Little Ogeechee River. This study is a prerequisite to a model study to evaluate a potential new wastewater discharge to Ogeechee Run in Effingham County, GA. This proposal is based on the web meeting between Georgia EPD, the County, Alliance and WEC during which the wasteload allocation for the potential discharge was discussed. WEC proposes the following scope of services:

- Select two locations for tide gauge deployment;
- Obtain EPD concurrence on tide gauge locations;
- Deploy gauges for 1 month;
- Analyze results and deliver to EPD;
- Coordinate with Alliance, the County and EPD on the next phase of work to evaluate the wasteload allocation for the potential discharge.

This constitutes an initial phase of work. After completing this scope, WEC will provide a second scope of work to include any necessary technical analyses and/or numerical modeling needed to further evaluate the proposed discharge and estimate the likely permit limits. The second scope of work cannot be defined until after the above tide study scope of work is completed.

Schedule: WEC will complete the field work within 45 days of the notice to proceed.

Project Cost: This project will be conducted on a time-and-materials basis at the rates in our attached rate schedule. The cost will not exceed $8,700 unless agreed upon by Alliance. Expenses will be billed at cost, with no markup.

Terms and Conditions: This project will be conducted under the Master Agreement between Alliance and WEC dated June 25, 2021.

Authorization: If this proposal is acceptable, please sign in the space provided below returning one copy.

Authorized By:	**WEC Approval By:**
(Signature)	(Signature)
Deepal S. Eliatamby, P.E.	Matt Goodrich, P.E.
(Name)	(Name)
President	Principal
(Title)	(Title)
January 3, 2022	December 20, 2021
(Date)	(Date)

Staff Report

Subject: Effingham Parkway and Blue Jay Road Intersection – Proposed changes

Author: Eric Larson, Asst. County Manager

Department: County Engineering

Meeting Date: June 21, 2022

Item Description: Approve a change order for engineering design of an alternative intersection design to the Effingham Parkway and Blue Jay Road intersection.

Summary Recommendation:
The 2020 Transportation Master Plan did not originally include studying alternative intersections of Blue Jay Road and the Effingham Parkway. However, with the addition of the curve and intersection further east with Blue Jay Road and McCall Road, the performance of that new curve and intersection has raised questions in the design of the Blue Jay / Effingham Parkway intersection, which is designed very similarly. In April 2022, the County requested Pond Inc., the masterplan consultant, to perform a study to consider a roundabout option and model the impact to the road, its intersections with Blue Jay Road, and what improvements would be needed in design to mitigate the effects.

Executive Summary/Background:

- The roundabout performs at a higher level of service.
- The new design can be accommodated with the existing right-of-way.
- A presentation was given to the Board of Commissioners on June 7, 2022.
- A proposal was requested from Atlas Technical Consultants for the design and coordination with GDOT during construction. The change order is $233,525.00.

Alternatives for Commission to Consider

1 – Approve a change order to Atlas Technical Consultants for $ 233,525.00 to design an alternative intersection design for Blue Jay Road and Effingham Parkway.
2 – Take no action. Request additional information.
3 – Deny. Keep the intersection design as-is.

Department Review: County Engineer; County Attorney

Funding Source: TSPLOST.

Attachments:
1. Pond report.
2. Atlas Proposal.

June 10, 2022

Mr. Wesley Corbitt
Chairman
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

Re: Supplemental Funding Request for Work under EFF008 Work Order # 06
Effingham Parkway, Effingham County, P.I. 0006700
Use on Construction plans for the roundabout at Effingham Parkway/Blue Jay Road

Dear Chairman Corbitt-

Please consider this letter as Atlas Technical Consultants (Atlas) request for supplemental funding related to the Preliminary Engineering (PE) phase for the Effingham Parkway project in Effingham County under the EFF008 Work Order # 06. This request is due to the additional work related to the addition of a roundabout at Blue Jay Road and Effingham Parkway.

The work to be performed in the areas of roadway, environmental, and lighting will be utilized in the preparation of Use On Construction (UOC) mainline plan changes so GDOT's contractor can build the Effingham Parkway to be consistent with these plan changes. Atlas will work with Effingham County and GDOT to handle these plan changes and the necessary documentation to obtain GDOT approval of plans.

The tasks are listed below with a brief explanation:

Additional work to prepare UOC Plans ($233,525)

1. Roadway plan changes issued as UOC plans for the contractor and property owners outreach: $142,485
2. Environmental work related to verification of field resources and documentation for Archaeology, History, and Ecology and property owners outreach, including post cards mailing: $31,960
3. Traffic signing and marking plans as well as quantities: $8,000
4. Lighting at the roundabout per GDOT requirements: $25,000
5. Additional survey, if required during plan preparation: $9,980
6. Additional Project Management services for the roundabout: $16,100

Assumptions and/or Exclusions:

Atlas assumed the following for this fee estimate to prepare the UOC plans for Effingham County and GDOT:

- ✓ Ecology work related to the updated Assessment of Effects (AOE) addendum covers any newly added species to be included in the report.

- ✓ No delineations, delineation updates, or updating previous wetland/stream forms are required outside of the survey needed strictly for this roundabout.
- ✓ No new EPD buffer variance would be required.
- ✓ Negative findings are expected for the new shovel tests related to archaeology.
- ✓ No new additional resources for history are expected due to the roundabouts.
- ✓ Anticipate preparing one set of documents including permit modification for this roundabout going through US Army Corps of Engineers.
- ✓ No additional right-of-way is expected to be required and hence no new ROW negotiations based on the concept provided by Effingham County and prepared by Pond.
- ✓ Survey funds will only be expended if it was determined that there's enough coverage as the roundabout preliminary design is being developed with the driveway realignment based on Pond's concept provided by Effingham County.

We have enjoyed working for Effingham County and look forward to the successful completion of this time sensitive Use on Construction Plans with the approval of this supplemental funding request in the amount of $233,525. If there are any questions concerning this information, or if any additional information is needed, please do not hesitate to contact me at 404-931-3792.

Sincerely,

L. N. Manchi, P.E., PMP
Project Manager

cc: Tim Callanan, Effingham County Manager
Eric Larson, Effingham County Assistant County Manager
Alison Bruton, Effingham County Purchasing Agent

Effingham County

Effingham Pkwy / Blue Jay Road Roundabout

Detailed Description of Estimated Project Costs

Phase: UOC 10-Jun-22
Phase No. N/A

Atlas Technical Consultants

1. Direct Labor (Specify)				
Personnel	**Est Hours**	**Rate/Hr**	**Est. Cost ($)**	**Totals**
SURVEY UPDATE				
Project Manager	4	$230.00	$920.00	
Survey Proj. Manager (RLS)	4	$150.00	$600.00	
Survey Technician	16	$85.00	$1,360.00	
Survey Crew (2 Man)	56	$120.00	$6,720.00	
TOTAL	**80**			**$9,600.00**
Roadway Plans, S&M, Environmental				
Project Manager	50	$230.00	$11,500.00	
Highway Group Manager	83	$230.00	$19,090.00	
Sr. Roadway Engineer	385	$125.00	$48,125.00	
Roadway Engineer	631	$100.00	$63,100.00	
Roadway Technician / CAD	72	$75.00	$5,400.00	
Traffic Group Lead	8	$175.00	$1,400.00	
Sr. Traffic Engineer	20	$130.00	$2,600.00	
Traffic Engineer	40	$100.00	$4,000.00	
Sr. Environmental Planner	20	$145.00	$2,900.00	
Environmental Planner	142	$90.00	$12,780.00	
TOTAL	**1451**			**$170,895.00**
Property Owners Outreach				
Project Manager	16	$230.00	$3,680.00	
Highway Group Manager	14	$230.00	$3,220.00	
Sr. Roadway Engineer	22	$125.00	$2,750.00	
Roadway Engineer	8	$100.00	$800.00	
Sr. Environmental Planner	24	$145.00	$3,480.00	
Environmental Planner	80	$90.00	$7,200.00	
TOTAL	**164**			**$21,130.00**
Total Direct Labor				**$201,625.00**
2. Other Direct Costs (Specify)				
Plotting/Reproduction				
Travel/Mileage				$1,500.00
Lodging/Meals				$1,400.00
Lighting for roundabout - Wi Skies (sub-consultant)				$25,000.00
Post card mailing EDDM				$4,000.00
Total Other Direct Costs				**$31,900.00**
3. Maximum Amount of Contract Proposal (1) + (2)				**$233,525.00**

Effingham County
Effingham Pkwy / Blue Jay Road Roundabout

10-Jun-22

MAN-HOUR ESTIMATE

Task Description	ADMIN			ROADWAY				TRAFFIC			ENVIRONMENTAL			SURVEYING		
	Principal	Project Manager	Admin Assistant	Highway Group Mgr	Sr. Roadway Engineer	Roadway Engineer	Roadway Tech. / CAD	Traffic Group Manager	Sr. Traffic Engineer	Traffic Engineer	Sr. Env. Planner	Env. Planner	Env. Technician	Survey Proj. Manager	Survey Technician	Survey Crew (2 Man)
SURVEY UPDATE		4														
Field Surveys																40
Survey Data Reduction														2		
Update CAiCE DTM															8	
Update Microstation Topography Files															8	
R/W Staking																16
Property Resolution														2		
TOTALS		**4**												**4**	**16**	**56**
Roadway Plans, S&M, Environmental																
Project Management																
Project Management / Administration		20		24												
Coordination Meetings		12		3	3											
Utility Coordination		2		4	16											
Road Design																
Fastest Path Analysis		2		4	40	8										
Typical Sections					2		8									
Geometric Design (Plan, Prof, Xsec)		2		20	160	300										
Driveway Profiles				4		32										
Update Staging Plans					8	80										
Utility Plans (inc. conflict review)					16		16									
Drainage Design / Hydrology																
Roadway Drainage Design					60											
Drainage Profiles						60										
Erosion Control																

Effingham County
Effingham Pkwy / Blue Jay Road Roundabout

10-Jun-22

MAN-HOUR ESTIMATE

Task Description	ADMIN			ROADWAY				TRAFFIC			ENVIRONMENTAL			SURVEYING		
	Principal	Project Manager	Admin Assistant	Highway Group Mgr	Sr. Roadway Engineer	Roadway Engineer	Roadway Tech. / CAD	Traffic Group Manager	Sr. Traffic Engineer	Traffic Engineer	Sr. Env. Planner	Env. Planner	Env. Technician	Survey Proj. Manager	Survey Technician	Survey Crew (2 Man)
BMP Plan Update					16	60										
UOC Revision																
Plan Prep		2		4		16	40	8	20	40						
Quantities Req'd on Construction		2		4	8	32										
Revision Summary						3										
Plan Reviews																
Quality Assurance Review		4		8	16											
Address Comments (GDOT & Internal)		4		8	40	40	8									
ENVIRONMENTAL																
Archaeology												40				
History												12				
Ecology Field Survey												20				
Ecology AOE Addendum												64				
Air Update Memo												6				
Environmental Management		12									20					
TOTALS		**50**		**83**	**385**	**631**	**72**	**8**	**20**	**40**	**20**	**142**				
Property Owners Outreach																
Roundabout changes																
Preparation, coordination, & mailing of post cards		4		2	2	8					4	48				
Prepare for and attend property owners meeting		12		12	20						20	32				
TOTALS		**16**		**14**	**22**	**8**					**24**	**80**				

Effingham Parkway and Blue Jay Road

May 16, 2022

Prepared by:

POND

Prepared for:

Effingham County Georgia

Attachments:

Attachment A – 2014 Concept Report Traffic Flow Diagrams
Attachment B – Synchro Traffic Analysis Output
Attachment C – Conceptual Design
Attachment D – Cost Estimate

Introduction

Effingham County and the Georgia Department of Transportation (GDOT) are constructing Effingham Parkway, a new roadway extending from the intersection of SR 30 and Benton Boulevard in Chatham County northward through southern Effingham County to Blue Jay Road. As part of this effort, a concept report was prepared in 2014 which includes a concept design and projected traffic volumes for the new road and key intersections. In this concept report, it was planned to realign Blue Jay Road so that northbound travelers on Effingham Parkway would continue to Blue Jay Road eastbound, as shown below in **Figure 1**. An additional realignment has been constructed further east to realign Blue Jay Road such that eastbound travelers on Blue Jay Road continue to McCall Road northbound, creating a continuous travel corridor from Effingham Parkway to McCall Road.

Figure 1 GDOT Concept Design for the Intersection of Blue Jay Road and Effingham Parkway



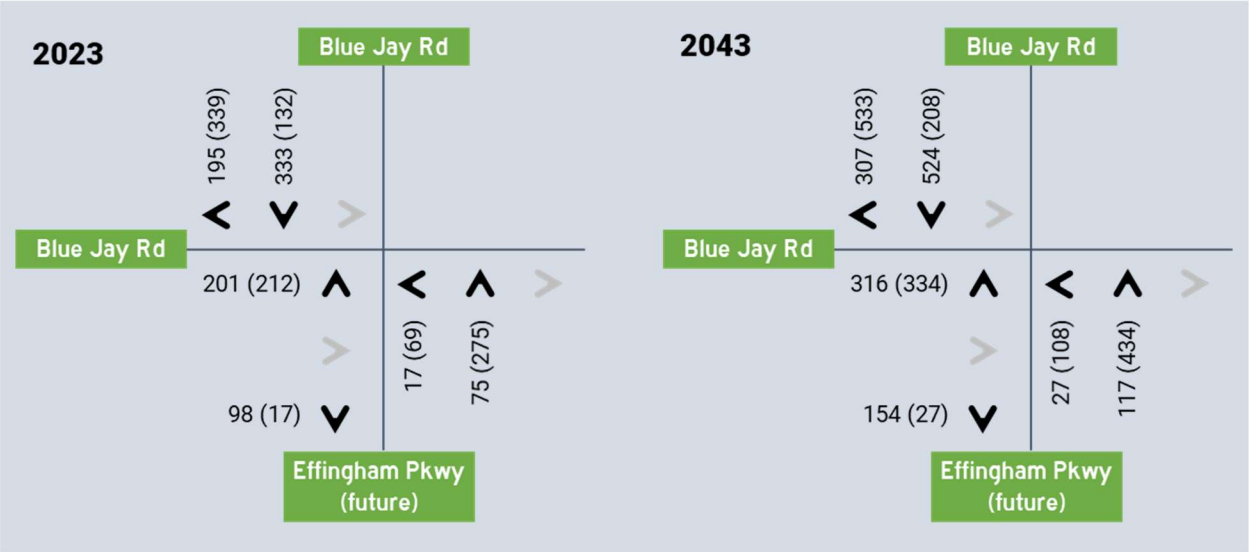
The purpose of this report is to examine intersection configurations and controls at the future intersection of Blue Jay Road and Effingham Parkway based on forecasted traffic from the 2014 concept report and anticipated traffic growth from the Effingham County Transportation Master Plan (TMP) completed in 2021. The report considers the previously proposed configuration as well as other traditional and innovative intersection configurations in order to find the most appropriate intersection control.

Congestion Analysis

Traffic Volumes

Anticipated future traffic volumes were developed based on the traffic volumes included in the 2014 concept report and traffic growth methodology used in the Effingham County TMP. Traffic flow diagrams from this report are included in **Attachment A**. This report anticipated an opening year of 2019 and a design year of 2039. Currently, Effingham Parkway is anticipated to open to traffic in 2023, so analyses were performed with an open year of 2023 and a design year of 2043. Per the TMP, traffic volumes were grown by 3.5% per year through year 2031 and by 1.5% per year from year 2031 through year 2043. These calculated traffic volumes are shown in **Figure 2** below. Truck factors from the concept report were also used.

Figure 2 Analysis Volumes



Analysis Methodology

The intersection was analyzed using Trafficware's Synchro 11 software to understand congestion levels at the intersection under different control configurations. Analysis was performed based on methodologies published in the 6th edition of the Highway Capacity Manual (HCM). HCM methodology determines the average amount of delay an intersection control (signal, stop sign, etc.) causes for each vehicle in the intersection. This is typically expressed in average seconds of delay per vehicle (sec/veh). Intersections (or individual approaches or movements at intersections) are then assigned a Level of Service based on this average delay, based on research about drivers' perceptions of delay. Levels of Service range from A to F, with different threshold for signalized and unsignalized control. Different jurisdictions have different policies, but generally an LOS of A through D is considered acceptable, while LOS of E or F is typically cause for concern.

Alternatives Considered

In order to determine the best intersection control and configuration, the following intersection controls were analyzed:

- Blue Jay Road (west) stop-controlled at Effingham Parkway/Blue Jay Road (east), as included in the GDOT concept,
- A similar intersection, utilizing a High-T configuration,
- A similar intersection, utilizing a Restricted Crossing U-Turn (RCUT) configuration, and
- A single-lane roundabout.

Congestion Analysis Results

Full Synchro reports of the analyses conducted are included in **Attachment B**. A summary of the results of the analyses performed are shown in **Table 1** below. Note that for alternatives except the roundabout, the delay of the stop-controlled approach (Blue Jay Road (west)) is shown. The delay shown for the roundabout is the average delay of the full intersection. Based on these results, a traditional side-street stop-controlled intersection, a High-T intersection, an RCUT configuration are anticipated to experience substantial delays by year 2043, while a roundabout is expected to be able to support future traffic demands with comparatively little congestion.

Table 1 Congestion Analysis Results

Alternative		2023 Opening Year				2043 Design Year			
		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
		LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay
Minor Street Stop Controlled		B	15	C	22	F	56	F	253
High-T		B	14	C	17	D	29	F	76
RCUT	Main Intersection	C	15	B	11	F	67	B	14
	Downstream U-Turn	A	8	A	9	A	8	B	11
Single-Lane Roundabout*		A	8	A	8	C	17	C	16

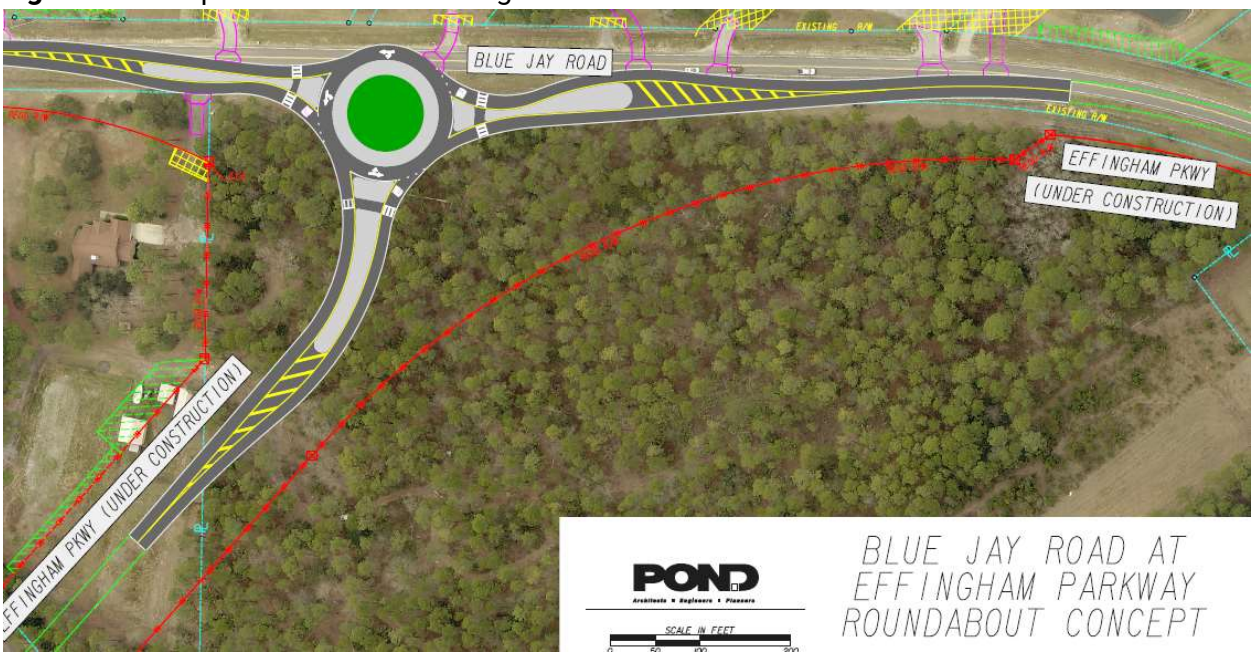
**Delays shown for the roundabout are intersection average delays, while others represent the delay anticipated to be experienced by the stop-controlled approach of Blue Jay Road (west)*

Recommendations

Based on the analyses presented in this report, a roundabout could potentially support future traffic levels while other configurations are likely to be unable to support future traffic demands during peak periods without substantial delay. As such, a single-lane roundabout is recommended at this location.

A conceptual design of this roundabout is included in **Attachment C** and is shown in **Figure 3** below. Notably, in this concept Effingham Parkway curves to meet Blue Jay Road, rather than the realignment of Blue Jay Road proposed in the GDOT concept. This was done to keep the roundabout within the proposed right-of-way of the Effingham Parkway project. If the realignment was maintained, part of the roundabout would likely require additional right-of-way acquisition. As part of this concept design, a cost estimate was prepared, and is included in Attachment D. It is estimated that this roundabout could be constructed for between approximately $1.83 and $2.08 million .

Figure 3 Conceptual Roundabout Design



Staff Report

Subject: Master Services Agreement for (Engineering) Professional Services for FY 2023
Author: Eric W Larson, Assistant County Manager
Department: County Engineer
Meeting Date: June 21, 2022
Item Description: Consideration to approve Amendment #2, the extension of the Master Services Agreement for Professional Services for EOM Operations to perform Public Works related Engineering tasks.

Summary Recommendation: Approval of Amendment #2 of the Master Services Agreement for Professional Services with EOM Operations to perform Public Works related Engineering tasks. For FY 2023, the scope of services will be defined in Task Orders to be approved by the Board of Commissioners.

Executive Summary/Background:

- The County has utilized consultant and contractor services for Public Works related Engineering support. Since 2018, EOM Operations has performed these tasks.
- The most recent agreement was approved on September 15, 2020 for FY 20-21.
- The agreement was extend via Amendment #1 on October 19, 2021 for FY 21-22.
- For FY 2022-2023, County staff is recommending Public Works related Engineering services be perform via contract with EOM Operations. This assures timely and complete services to the community in the most cost effective manner. Funding is approved in the FY 2023 budget.

Alternatives for Commission to Consider

1. Approve the Master Services Agreement for Engineering Professional Services Amendment #2 for FY 2023 for EOM Operations.
2. Reject the FY 2023 extension. Request that EOM Operations submit a revised agreement.
3. Reject the FY 2023 extension. The County staff will be required to perform these tasks in-house. Significant investment in staffing would be immediately required.
4. Reject the FY 2023 extension. Direct staff to advertise for a consultant to perform some or all of the Public Works related Engineering tasks.

Recommended Alternative:
Alternate 1 - Approve the FY 2023 Master Services Agreement for Engineering Professional Services extension with EOM Operations.
Other Alternatives:
Alternate 2, Alternate 3, Alternate 4, Table, or take no action.

Department Review: County Engineer
Funding Source: Multiple funding sources depending on the services provided; General Fund, Development Services, Water/Sewer, WWTP, Special Tax District

Attachments:

1. EOM Operations Master Agreement for Professional Services dated September 15, 2020
2. Extension with amendment 1.
3. EOM Operations proposed MSA extension for FY 23.

AMENDMENT No. 1
Master Agreement for Professional Services

This Amendment No. 1 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Master Agreement for Professional Services dated September 15th, 2020 for Professional Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Master Agreement for Professional Services. The renewal term begins on July 1, 2021 and terminates on June 30, 2022.

2. This Amendment renews Task Order 1 for Civil Engineering Consulting Scope Services. The renewal term begins on July 1, 2021 and terminates on June 30, 2022.

3. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.

4. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature _____

Name Melissa Hurd

Title President

Date 10.19.21

Board of Commissioners of Effingham County

Authorized Signature _____

Name Wesley M. Corbitt

Title Chairman

Date 10/19/2021

vl

Master Agreement for Professional Services

THIS AGREEMENT is made and entered into this 15th day of ~~June~~ September, 2020, by and between **The Board of Commissioners of Effingham County**, a political subdivision of the State of Georgia, (hereinafter "Owner"), whose address for any formal notice is 601 N. Laurel Street, Springfield, GA 31329, and **EOM Operations, a Division of EOM Public Works LLC**, a limited liability company existing under the Laws of the State of Georgia and domiciled in Bryan County, Georgia, (hereinafter "Consultant"), whose address for any formal notice is 480 Edsel Drive, Suite 100, Richmond Hill, GA 31324.

Owner and EOM agree:

1 GENERAL CONDITIONS

1.1 This agreement shall be governed by and interpreted in accordance with the Laws of the State of Georgia.

1.2 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without prior written consent of the other party. Consent shall not be unreasonably withheld.

1.3 All notices shall be in writing and transmitted by certified mail to the addresses noted in this Agreement. Electronic communication (e-mail) may be used for general communication between Owner and Consultant.

1.4 This Agreement sets forth the general terms and conditions which shall govern the relationship and performance of Owner and Consultant. Consultant shall provide services as set forth in the Agreement and subsequent amendments including Task Orders.

1.5 This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "Owner" and "Consultant" shall include their respective officers, agents, directors, elected or appointed officials, and employees.

1.6 From time to time Owner may request that Consultant provide services. Each request shall be documented in a Task Order consistent with the format of Exhibit A to this Agreement, and, upon acceptance by Owner and Consultant, shall be considered an amendment to this Agreement.

1.7 Upon execution of this Agreement, Owner and Consultant shall designate specific individuals to act as Owner's and Consultant's representatives with respect to the services performed or furnished under this Agreement. Such individual shall have authority to transmit instructions, receive information, and render decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

2 SCOPE OF SERVICES

2.1 Each Task Order will describe services to be performed, compensation for those services and deliverables, if any, to be provided. Consultant shall not be obligated to perform any prospective Task Order unless and until Owner and Consultant agree as to the scope of services, compensation and time of performance. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.

2.2 Services described in a specific Task Order approved by Owner shall be commenced promptly and not later than the beginning date specified in the Task Order.

3 OWNER'S RESPONSIBILITIES

3.1 Owner shall provide Consultant with all access to Owner's facilities relating to the services specified in each Task Order.

3.2 Owner shall maintain and renew warranties, guarantees, easements, permits, authorizations, and licenses that have been granted to the Owner, to the extent doing so is not a responsibility of Consultant hereunder.

3.3 The Owner agrees to not offer employment or other compensation to Consultant personnel working on this project for a period of two (2) years after the termination or expiration of this Agreement or said employee's reassignment from this project.

3.4 Owner will provide to Consultant all data in Owner's possession relating to the services specified in each Task Order. Consultant will reasonably rely upon the accuracy and completeness of the information provided by the Owner.

4 OPINION OF PROBABLE COST

4.1 Consultant's opinion on probable construction costs, if included in services of a specific Task Order, shall be based on reasonable judgement as a professional engineer. Owner acknowledges Consultant has no control over cost of labor, materials, equipment, services furnished by others or over contractors' methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not warranty or guarantee that proposals, bids or actual construction costs will not vary from Consultant's opinion of probable cost.

5 STATUS DURING CONSTRUCTION

5.1 If construction observation is included in services of a specific Task Order, the Consultant shall visit the project site at intervals appropriate to the stage of construction or as agreed in writing by the Owner and the Consultant in order to observe the progress and quality of work completed by Contractor. Visits and observations performed by Consultant are not intended to be an exhaustive check or a detailed inspection of Contractor's work but rather allow Consultant to become familiar with the work in progress and to determine if the work is proceeding in accordance with the construction documents.

5.2 Consultant shall keep Owner informed of progress of work and shall notify Owner of any observed deficiencies in work.

5.3 Consultant shall not supervise, direct, control or have charge or authority over the Contractor's work nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences or procedures of construction selected or used by any contractor, or the safety precautions and programs in connection with the work, security or safety at the site, nor failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

5.4 Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the construction contract documents or any applicable laws, codes, rules or regulations.

6 COMPENSATION AND PAYMENT

6.1 Consultant shall prepare invoices in accordance with the terms established in the specific Task Order and shall submit its invoices to Owner on a monthly basis.

6.2. All other compensation to Consultant is due on receipt of Consultant's invoice and payable within fifteen (15) days.

6.3 Owner shall pay interest at an annual rate equal to nine percent (9%), said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days, such interest being calculated from the due date of payment.

7 TERM

7.1 Subject to Owner's annual fiscal year budget appropriation approval process, the initial term of this Agreement shall be for one (1) year commencing on July 1, 2020. Thereafter, subject to Owner's annual fiscal year budget approval process, the Owner may renew the Agreement for an additional one (1) year, after which time this Agreement shall expire. Thereafter, the parties may negotiate a new Agreement which shall be subject to approval of both parties.

7.2 Either party may terminate this Agreement for material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party a reasonable time to correct the breach. Excepting breaches by Owner for non-payment of Consultant's invoices, neither party shall terminate this Agreement without giving the other party thirty (90) day's written notice of intent to terminate.

8 INDEMNITY AND LIABILITY

8.1 Consultant hereby covenants and agrees to defend, indemnify and hold Owner harmless from and against any and all claims, demands, liabilities, fines, penalties, loss, damages (including without limitation economic loss, property damage or bodily injury, including death), costs and expenses, as well as Owner's attorney's fees and costs and expenses of litigation resulting from, arising out of, or related to Consultant's negligence or negligent performance or non-performance of services under this Agreement, whether or not such negligence or negligent performance or non-performance of services be by Consultant or by any subcontractor of Consultant. Consultant's indemnity obligations include payment of Owner's costs in obtaining any court order or ruling requiring Consultant to honor its indemnity and liability obligations set forth in this Agreement.

9 INSURANCE

9.1 Consultant shall provide the following insurances throughout the term of this Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:

9.1.1 Statutory Worker's Compensation and Employer's Liability Insurance, as required by the State in which the work is performed.

9.1.2 Comprehensive Automobile and Vehicle Liability Insurance with One Million Dollars ($1,000,000.00) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of EOM-owned or –leased motor vehicles, including onsite and offsite operations.

9.1.3. Commercial General Liability Insurance with limits of One Million Dollars ($1,000,000.00) per occurrence and in the aggregate, covering EOM's indemnity obligations set forth in this Agreement, as well as claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of EOM or any of its employees or subcontractors.

9.2 Owner will maintain the following insurances throughout the term of the Agreement, and shall provide Consultant with Certificates of Insurance to demonstrate compliance with this provision.

9.2.1 Property Damage Insurance for all property, including Owner owned vehicles and equipment, for the full fair market value of such property.

9.3 Owner and Consultant hereby waive all rights of subrogation against the other for all damages and claims for damages which are covered under any insurance policies required to be carried hereunder.

10 LABOR DISPUTES

10.1 In the event activities by Consultant employee groups or unions causes disruption in Consultant's ability to perform services under this Agreement, Consultant may seek

appropriate injunctive court orders during any such disruption. Consultant shall offer services on a best efforts basis until any such disruptions cease, but Consultant cannot assure compliance with all contract conditions during such disruptions.

11 FORCE MAJEURE

11.1 Neither party shall be liable to the other for damages, delays or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult or abnormally costly, which is beyond the responsible control of the party relying thereon as a result of: (i) fire, flood, strike, acts of God, acts of public enemy, acts of terrorism, war blockage, sabotage, electronic attack, insurrection, riot or civil disturbance or a pandemic event; (ii) change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, federal or other government body; (iii) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or stoppages by employees or Consultant; (iv) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply which detrimentally affect the machinery, infrastructure or processes at the Project; and (v) loss or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project. The party invoking this *Force Majeure* clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency immediately, and no later than ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of *Force Majeure*.

12. INDEPENDENT CONTRACTOR

12.1 It is hereby agreed and understood that Consultant is entering into this Agreement as an independent contractor and that all of Consultant's personnel engaged in work to be done under the terms of this Agreement are to be considered as employees of Consultant and under no circumstances shall they be construed or considered to be employees of Owner. Consultant shall supervise the performance of its own employees in providing services for Owner and shall have control over the manner and means by which the Services are performed, subject to the terms of this Agreement as well as any written and mutually agreed upon amendments thereto. Nothing in this Agreement will be interpreted as creating any relationship of principal and agent, partnership or joint venture between the parties. Neither Consultant nor Owner will represent in any manner to any third party that Consultant is an agent of, or affiliated with, Owner in any capacity other than as an independent contractor, and nothing in this Agreement shall be construed to be inconsistent with such status.

13 NO THIRD-PARTY BENEFICIARIES

13.1 This Agreement gives no rights or benefits to anyone other than Owner and Consultant and their officers, agents, directors, elected or appointed officials, and employees, and this Agreement has no third-party beneficiaries.

14 JURISDICTION

14.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia. In the event that any dispute or disagreement between the parties cannot otherwise be amicably resolved, the parties consent to jurisdiction and venue in the Superior Court of Effingham County, Georgia.

15 SEVERABILITY

15.1 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. A party's failure to require strict compliance with any provision of this Agreement shall not constitute a waiver or estoppel to later demand strict compliance with that or any other provision(s) of this Agreement.

16 ENTIRE AGREEMENT

16.1 Should any provisions of this Agreement or the execution thereof be declared or determined to be unlawful under any statute, ordinance, law, ruling or regulation, then, in such an event, the parties hereto agree that either of them may cancel this Agreement in its entirety, regardless of the remaining term or terms, and incur no penalty or liquidated damages whatsoever, or, in the alternative, may mutually agree to a modification of this Agreement as to make the same fully comply with all applicable laws.

16.2 This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the parties.

17 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – E-VERIFY AFFIDAVIT

17.1 Pursuant to O.C.G.A §13-10-91, Owner shall not enter into a contract for the physical performance of services unless Consultant provides evidence on County-provided forms, attached hereto as Exhibits "B" and "C" affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A §16-10-71, that Consultant and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A §13-10-91, and that they will continue to use the federal work authorization program throughout the contract term.

In the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement, Consultant agrees to secure from such subcontractor(s)

attestation of the subcontractor's compliance with O.C.G.A §13-10-91 and Rule 300-10-1-02 by subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as "Exhibit C", which subcontractor affidavit shall become part of the Consultant/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an individual licensed and in good standing in accordance with O.C.G.A §13-10-91. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to the Owner within five (5) business days of receipt from any subcontractor. Consultant and its subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

EOM agrees that the employee-number category designated below is applicable to Consultant. [Information only required if contractor affidavit is required pursuant to O.C.G.A §13-10-91.]

____ 500 or more employees.
____ 100 or more employees.
____ Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A §13-10-91, Consultant will secure from the subcontractor(s) such subcontractor(s) indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

18 CONFLICT OF INTEREST

18.1 Consultant agrees that it shall not engage in any activity or conduct that would result in a violation of state or local ethics laws or regulations. Consultant certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the work.

19 NONDISCRIMINATION

19.1 In accordance with Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C §2000d, section 303 of the Age Discrimination Act of 1975, as amended 42 U.S.C §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C §12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

20 WAIVER; SOVEREIGN IMMUNITY

20.1 No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated. Nothing contained in this Agreement shall be construed to be a waiver of Owner's sovereign immunity or any individual's qualified, good faith or official immunities.

21 AUTHORITY

21.1 Both parties represent and warrant to the other party that the execution, delivery, and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

Both parties indicate their approval of this Agreement by their signatures below.

EOM OPERATIONS

Authorized Signature:

Name: president

Title: 9.23.2020

Date:

The Board of Commissioners of Effingham County

Authorized Signature:

Name: Chairman

Title: 09/15/2020

Date:

EXHIBIT A
SAMPLE TASK ORDER

EOM Operations
Your solution to a better tomorrow
OPERATIONS

DATE

The Board of Commissioners of Effingham County
ATTN: Charles George
601 N Laurel Street
Springfield, GA 31329

Re: XXX Services Task Order Request

Dear Mr. George,

EOM Operations, a full scale public works operations, engineering, and utilities construction firm is pleased to provide civil engineering consulting services as described below. The services described herein shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Owner and Consultant on _____ day of _____, 2020.

SCOPE SERVICES
EXCLUSIONS
COMPENSATION

Signatures below indicate the acceptance of the proposed Task Order items listed above.

The Board of Commissioners of Effingham County	**EOM Operations**
By:_____	By:_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

TASK ORDER NO. _____

COMMENCEMENT DATE _____

COMPLETION DATE _____

480 Edsel Drive, Ste 100
Richmond Hill, GA 31324
www.eomworx.com
Ph: 912.445.0050
F: 912.756.5882

EXHIBIT B
CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.GA § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractors) similar verification of compliance with O.C.G.A. § 13-10-91on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

759319 2/28/14
EEV/ Basic Pilot Program* User Identification Number

EOM Public Works, LLC
Company Name

[signature] 9.23.2020
BY: Authorized Officer or Agent (Signature) Date

president
Title of Authorized Officer or Agent

Melissa L Hurd
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
23rd DAY OF September 2020

[signature]
Notary Public
My Commission Expires: January 10, 2023

KRISTEN HUDSPETH ACHTZIGER
MY COMMISSION EXPIRES
JANUARY
10
2023
EFFINGHAM COUNTY, GA
NOTARY PUBLIC

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

EXHIBIT C
SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with (name of contractor) on behalf of Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and will agree to use this program for any newly hired employees throughout the duration of the contract. The subcontractor further agrees to provide a copy of the executed Subcontractor Affidavit to the contractor in order to be provided to the County within five (5) days entering into the contract for hire.

_____

EEV / Basic Pilot Program* User Identification Number

_____

Date of E-Verify Authorization

_____

_____

Address

_____ _____

BY: Authorized Officer or Agent Date
(Subcontractor Name)

_____

Title of Authorized Officer or Agent of Subcontractor

_____

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____DAY OF _____ 20

_____

Notary Public
My Commission Expires: _____, 20____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

AMENDMENT No. 2
Master Agreement for Professional Services

This Amendment No. 2 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Master Agreement for Professional Services dated September 15th, 2020 for Professional Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the master Agreement was Amended October 19, 2021 to extend the term of the agreement to June 30, 2022; and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Master Agreement for Professional Services. The renewal term begins on July 1, 2021 and terminates on June 30, 2022.

2. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.

3. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature _____

Name_____

Title_____

Date_____

Board of Commissioners of Effingham County

Authorized Signature _____

Name _____

Title_____

Date_____

Staff Report

Subject: Civil Engineering consulting services for FY 2023
Author: Eric W Larson, Assistant County Manager
Department: Development Services
Meeting Date: June 21, 2022
Item Description: Consideration to approve Task Order 5 for EOM Operations to perform civil engineering related tasks.

Summary Recommendation: Approval of Task Order 5 with EOM Operations to perform civil engineering related tasks. For FY 2023, the scope of services will include Development services plan review, capital improvement program assistance, and project inspections.

Executive Summary/Background:

- The County has utilized consultant and contractor services for Public Works related Engineering support. Since 2018, EOM Operations has performed these tasks.
- The most recent agreement was approved on September 15, 2020 for FY 20-21.
- The agreement was extend via Amendment #1 on October 19, 2021 for FY 21-22.
- For FY 2022-2023, County staff is recommending Public Works related Engineering services be perform via contract with EOM Operations. This assures timely and complete services to the community in the most cost effective manner.
- Task Order 5 is $252,288.00. Funding is approved in the FY 2023 budget.

Alternatives for Commission to Consider

1. Approve Task Order 5 for Civil Engineering Consulting services for FY 2023 for EOM Operations.
2. Reject Task Order 5. Request that EOM Operations submit a revised agreement.
3. Reject the Task Order 5. The County staff will be required to perform these tasks in-house. Significant investment in staffing would be immediately required.
4. Reject the Task Order 5. Direct staff to advertise for a contractor to perform some or all of the Engineering related tasks.

Recommended Alternative:
Board approval for Alternate 1, approve the FY 2023 Task Order 5 extension with EOM Operations.
Other Alternatives:
Alternate 2, Alternate 3, Alternate 4, Table, or take no action.

Department Review: Development Services

Funding Source: Development Services Budget

Attachments:

1. EOM Operations Master Services Agreement dated September 15, 2020.
2. EOM Operations Task Order #1 dated September 15, 2020.
3. EOM Operations Task Order #1 extension (aka Task Order #2) dated October 19, 2021
4. FY 2023 Task Order 5 proposal

AMENDMENT No. 1
Master Agreement for Professional Services

This Amendment No. 1 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Master Agreement for Professional Services dated September 15th, 2020 for Professional Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Master Agreement for Professional Services. The renewal term begins on July 1, 2021 and terminates on June 30, 2022.

2. This Amendment renews Task Order 1 for Civil Engineering Consulting Scope Services. The renewal term begins on July 1, 2021 and terminates on June 30, 2022.

3. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.

4. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature _____

Name Melissa Hurd

Title President

Date 10.19.21

Board of Commissioners of Effingham County

Authorized Signature _____

Name Wesley M. Corbitt

Title Chairman

Date 10/19/2021

Civil Engineering
Consulting Services
Task Order 2

vl

EOM Operations
Your solution to a better tomorrow

June 3, 2020

The Board of Commissioners of Effingham County
ATTN: Charles George
601 N Laurel Street
Springfield, GA 31329

Re: Civil Engineering Consulting Scope Services Task Order Request

Dear Mr. George,

EOM Operations, a full scale public works operations, engineering, and utilities construction firm is pleased to provide civil engineering consulting services as described below. The services described herein shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Owner and Consultant on 15th day of September 2020.

BASE SCOPE SERVICES

Listed by priority

- **PLAN REVIEW** – Plan review of residential subdivisions and commercial and industrial sites. This includes the review of clearing and grading plans, storm drainage systems, hydrology reports, geotechnical reports, roadway systems, sanitary sewer systems, potable water systems, and reuse water systems for compliance with Effingham County's, State and Federal Design Standards and Specifications. Plan review includes: sketch plan (excluding zoning issues), clearing and grading plans and civil site development plans review for the infrastructure listed above. Services will include one observational inspection for final plat approval, which includes a report recommendation and one observational inspection for bond release, which includes a report with recommendation. Review shall be based on electronic plan submissions provided by County staff. Any additional inspections will be charged on an hourly bases.
- **CAPITAL IMPROVEMENT PROGRAM MANAGEMENT** - Assist County staff with identifying, evaluating and prioritizing capital improvement projects, including assisting with the creation of the scope of work for each project. Identify the scope of design and construction work needed for SPLOST, LMIG, OSS LMIG and special projects. This includes preliminary project assessments and scope development; and preparation of opinions on preliminary project budgets. EOM will identify possible grant funding programs and make recommendations to County Staff.
- **ANNUAL CRS RECERTIFICATION** - Manage the County's annual National Flood Insurance Program Community Rating System recertification. EOM will provide community education related to floodplain management services that will consist of preparing literature, drafting content for notification letters/mailers, documentation, and

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presentations to a maximum of two events annually. Services exclude GIS parcel research, reproduction, publishing expenses and postage.

- **REPORTING** - Provide monthly progress reports for inclusion in Board of Commissioner packets.
- **COMMISSION MEETINGS** - Attend Planning Board and Board of Commissioner's meetings as necessary to participate in technical discussions or provide project updates on agenda items involving EOM services.
- **STAFF MEETINGS** - Attend regular meetings with County staff to provide technical assistance and guidance. Meetings to occur bi-weekly and as requested by County staff but shall not exceed more than one staff meeting per week.

COMPENSATION $282,600

One-Twelfth (1/12) of the base scope fee shall be invoiced on the first of the month that services are provided.

EXCLUSIONS

- Residential development plan reviews greater than 20 acres and/or more than 6 lots per acre.
- Commercial development plan reviews that are greater than 50 acres, more than one building, campuses, master site plans.
- Water and Sewer Extension forms and submittals.
- Review and evaluation of Traffic Impact Studies.
- Reviewing and updating existing County's specifications, ordinances, standards and procedures related to site development, civil engineering, and construction.
- Review of any site development located in sensitive areas which will require additional technical assistance to evaluate.
- Review of site development of any commercial or industrial facilities which handle hazardous materials, or require any specialized pre-treatment facility or component which will require specialized technical staff to review.
- Review of surface and sub-surface mines sites, landfills, and contaminated or brownfield sites.
- Review of any structural component of any site development.
- Review of any septic systems.
- Grant applications.

OUT OF SCOPE HOURLY SERVICES

- **PRIVATE DEVELOPMENT CONSTRUCTION INSPECTIONS** - Additional inspections, such as pre-construction conference, road construction, utility infrastructure installation, drainage construction, erosion and sedimentation control, CCTV observations, and documentation control.
- **CAPITAL PROJECT MANAGEMENT** – Inspection and management of the design and construction work related to the infrastructure of the capital improvement projects

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which includes managing design contracts, attending progress meetings, coordinating survey, basic Local, State and Federal permitting, management of ROW acquisition, assisting with the development of bid documents, project budgets, pre-bid meetings, addendums, bid review and approval recommendations, preconstruction meetings, periodic site meetings, review pay requests, final inspection and project close-out.

- **FLOODPLAIN MANAGEMENT** - Review of elevation certificates, review of LOMRs and LOMAs , and addressing public floodplain questions. County 5 year Community Rating System recertification is excluded from the scope of services.
- **GRANT APPLICATIONS** - Preparation of grant applications and submission.
- **LOCAL, STATE AND FEDERAL PERMITTING ASSISTANCE** - Provide permitting administration for programs, including but not limited to, GUPS, GDOT encroachment permits, GPAS, water and sewer extension forms, logging permits, landfill permits/inspections, and others.
- **RESEARCH, INVESTIGATION, INSPECTION** – Research, investigation and/or inspection for infrastructure inquiries; citizen concerns; past, present or future projects; programs; polluted sites and/or plumes; and other issues not contained in the base scope services.
- **DESIGN SERVICES**
- **LONG TERM PLAN PLANNING** - Long term planning for water and sewer capacity, transportation and risk assessments.
- **REVIEW AND REVISION OF COUNTY STANDARDS** – Reviews, revisions, additions or creations of County's specifications, ordinances, standards and procedures related to site development, civil engineering and construction.

ADDITIONAL OUTSIDE OF BASE SCOPE SERVICES — HOURLY RATES

Additional outside of base scope services shall be billed at the hourly rates listed below and shall be invoiced the month following the month in which services occurred.

Floodplain Manager / Senior Professional Engineer	*$150.00/HR*
CIP Program Manager / Senior Professional Engineer	*$140.00/HR*
Program Manager / Professional Engineer	*$120.00/HR*
Project Manager	*$110.00/HR*
Engineer	*$90.00/HR*
Construction Engineer	*$80.00/HR*
CADD Operator	*$70.00/HR*
Clerical	*$45.00/HR*
Utility Locator	*$70.00/HR*

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Signatures below indicate the acceptance of the proposed Task Order items listed above.

The Board of Commissioners of Effingham County

By: Wesley M. Corbitt

Name: Wesley M. Corbitt

Title: Chairman

Date: 09/15/2020

EOM Operations

By: [signature]

Name: Melissa Hurd

Title: president

Date: 9.23.2020

TASK ORDER NO. 1

COMMENCEMENT DATE 9/15/2020

COMPLETION DATE June 30, 2021

Task Order 5

Civil Engineering Design Review Services

EOM Operations, a full scale public works operations, engineering, and utilities construction firm is pleased to provide civil engineering design review services as described below. The services described herein shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services (hereinafter referred to as "Agreement") executed by and between The Board of Commissioners of Effingham County (hereinafter referred to as "County") and EOM Operations, a division of EOM Public Works, LLC (hereinafter referred to as "EOM") on 15th day of September, 2020 and all subsequent amendments to the Agreement.

1. Site Plan Review

1.1 Plan review of residential subdivisions and commercial and industrial sites. This includes the review of clearing and grading plans, storm drainage systems, hydrology reports, geotechnical reports, roadway systems, sanitary sewer systems, potable water systems, and reuse water systems for compliance with Effingham County's, State and Federal Design Standards and Specifications. Plan review includes: sketch plan (excluding zoning issues), clearing and grading plans and civil site development plans review for the infrastructure listed above. Review shall be based on electronic plan submissions provided by Owner staff. Services exclude meetings and/or calls with consultants to review County development standards and ordinances.

1.2 The following are excluded from site plan review services.

- 1.2.1 Residential development plan reviews greater than 20 acres and/or more than 6 lots per acre.
- 1.2.2 Commercial development plan reviews that are greater than 50 acres, more than one building, campuses, master site plans.
- 1.2.3 Water and Sewer Extension forms and submittals.
- 1.2.4 Review and evaluation of Traffic Impact Studies and Speed Studies.
- 1.2.5 Reviewing and updating existing County's specifications, ordinances, standards and procedures related to site development, civil engineering, and construction.
- 1.2.6 Review of any site development located in sensitive areas which will require additional technical assistance to evaluate.
- 1.2.7 Review of site development of any commercial or industrial facilities which handle hazardous materials, or require any specialized pre-treatment facility or component which will require specialized technical staff to review.
- 1.2.8 Review of surface and sub-surface mines sites, landfills, and contaminated or brownfield sites.
- 1.2.9 Review of any structural component of any site development.
- 1.2.10 Review of any septic systems.
- 1.2.11 More than 3 reviews for a single development due to quality, changes in the project, additional requirements stipulated by other agencies, etc. These reviews will be performed on an hourly basis.

2. Capital Improvement Program Assistance

2.1 Assist Owner staff with identifying, evaluating and prioritizing capital improvement projects pertaining to water, wastewater, roadway systems and drainage. This includes preliminary project assessments and scope development and preparation of opinions on preliminary project budgets. Planning, design, bid documents, permitting and management of projects are excluded from the base scope services.

2.2 The services listed above exclude grant applications.

3. Reporting

Provide monthly progress reports for inclusion in Board of Commissioner packets.

4. Owner Meetings

Attend Planning Board and Board of Commissioner's meetings, as necessary, to participate in technical discussions or provide project updates on agenda items involving EOM services. Attend regular meetings with Owner staff to provide technical assistance and guidance. Meetings may be conducted in person or virtual and shall not exceed more than one meeting per week.

5. Compensation

5.1 Owner shall pay to EOM as compensation for services performed under this Task Order a Base Fee of Two Hundred Fifty-Seven Thousand Two Hundred Eighty-Eight Dollars ($252,288.00).

5.2 Services will be billed on a monthly basis.

5.2 Additional efforts, including fees and services outside the Scope of Services will be coordinated directly with the Owner prior to proceeding. Additional fees will be billed at the hourly rates shown on Appendix A.

6. Authority

6.1 Both parties represent and warrant to the other party that the execution, delivery, and performance of this Task Order has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

Both parties indicate their approval of this Task Order by their signatures below.

EOM OPERATIONS,
a division of EOM PUBLIC WORKS, LLC

Authorized Signature:

Name: _____

Title: _____

Date: _____

Effingham County Board of Commissioners

Authorized Signature:

Name: _____

Title: _____

Date: _____

Appendix A – Additional Services

Additional outside of base scope services shall be billed at the hourly rates listed below and shall be invoiced the month following the month in which services occurred.

Principal	$160.00/HR
Floodplain Manager / Senior Professional Engineer	$150.00/HR
Professional Engineer	$130.00/HR
CIP Project Manager	$120.00/HR
Engineer	$110.00/HR
Construction Inspector	$100.00/HR
CADD Draftsmen	$85.00/HR
Clerical	$65.00/HR
Utility Locator	$75.00/HR

Staff Report

Subject: Public Works Services agreement amendment 5 for FY 2023
Author: Eric W Larson, Assistant County Manager
Department: Public Works
Meeting Date: June 21, 2022
Item Description: Consideration to approve Amendment 5 to EOM Operations contract to perform Public Works related tasks.

Summary Recommendation: Approval of Amendment 5 with EOM Operations to perform Public Works related tasks.

Executive Summary/Background:
The County has utilized consultant services for Public Works support. Since 2015, EOM Operations has performed these tasks. Public Works Operations Management Services include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment.

- The current contract was approved on June 20, 2017.
- Amendment 1 dated August 7th, 2018; Amendment 2 dated August 20th, 2019; Amendment 3 dated September 15th, 2020; Amendment 4 dated October 19th, 2021.
- For FY 2023, County staff is recommending Public Works services be perform via contract with EOM Operations. This assures timely and complete services to the community in the most cost effective manner.
- Amendment 5 is $2,351,632.00. Funding is approved in the FY 2023 budget.

Alternatives for Commission to Consider

1. Approve the Amendment 5 for the extension of Public Works services for FY 2023 for EOM Operations.
2. Reject the FY 2023 amendment. Request that EOM Operations submit a revised agreement.
3. Reject the FY 2023 amendment. The County staff will be required to perform these tasks in-house. Significant investment in staffing would be immediately required.
4. Reject the FY 2023 amendment. Direct staff to advertise for a contractor to perform some or all of the Public Works related tasks.

Recommended Alternative:
Board approval for Alternate 1, approve the FY 2023 Amendment 5 for the extension of Public Works services with EOM Operations.
Other Alternatives:
Alternate 2, Alternate 3, Alternate 4, Table, or take no action.

Department Review: Public Works
Funding Source: General Fund & Special Funds.

Attachments:

1. EOM Operations Contract June 20, 2017 with Amendment 1 through 4.
2. FY 2023 Amendment 5 proposal.

AMENDMENT No. 5
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

This Amendment No. 4 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into an Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); Amendment 1 dated August 7th, 2018; Amendment 2 dated August 20th, 2019; Amendment 3 dated September 15th, 2020; Amendment 4 dated October 19th, 2021; and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment allows for an increase in the Base Fee to $2,351,632.

2. EOM shall provide a crane truck, as needed, for sewer pump station maintenance and repairs. This includes up to a total of 130 hours of truck usage for pump pulling activities.

3. This Amendment allows for a change in department operating limits and structure to reflect the 2022-2023 approved budget. EOM will provide an accounting of the amount spent for each budget in the monthly report.

4. This Amendment allows for

5. This Amendment allows for the Contract to renew for five (5) additional years commencing upon completion of the current term, June 30th, 2022. Notwithstanding anything to the contrary contained herein, the Agreement and any amendments shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A §36-60-13, the provisions of which are incorporated herein. The Agreement and any amendments shall terminate immediately and absolutely if funds are not budgeted and appropriated in any fiscal year to pay the obligations created by the Agreement and any amendments.

   The County shall have the right to terminate the Agreement and any amendments without cause and in its sole discretion upon ninety (90) days written notice to EOM. In the event of any termination of any services as set forth in the Agreement and any amendments, the County shall pay EOM only for those

services performed before the effective date of the termination. The County shall have no liability for any further charges in respect of services preformed after the termination date.
To the maximum extent permitted under applicable law and, in regard, County and EOM expressly acknowledge and agree that the Agreement and any amendments shall be subject to the terms and conditions of O.C.G.A §36-60-13 and they intend and agree that provisions of the Agreement and any amendments shall be interrupted and construed so as to be lawful and permissible under all circumstances under such statute.

6. In the event of any conflict or inconsistency between the Agreement, previous Amendments and this Amendment, this Amendment shall control.

7. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature _____

Name_____

Title_____

Date_____

Board of Commissioners of Effingham County

Authorized Signature _____

Name _____

Title_____

Date_____

AMENDMENT No. 4
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

This Amendment No. 4 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Agreement for Public Works Operations Management Services. The renewal term begins on July 1, 2021 and terminates on June 30, 2022 subject to the renewal provision in Paragraph 1 of Amendment 1 to Agreement for Public Works Operations Management Services.

2. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.

3. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS

Authorized Signature _____

Name Melissa Hurd

Title President

Date 10.19.21

Board of Commissioners of Effingham County

Authorized Signature _____

Name Wesley M. Corbitt

Title Chairman

Date 10/19/2021

v1

AMENDMENT No. 1 TO
AGREEMENT
For
PUBLIC WORKS OPERATIONS MANAGEMENT SERVICES

This Amendment No. 1 (hereinafter referred to as "Amendment") is made by and between the **Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into the Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment allows for the Agreement to renew for five (5) additional years commencing upon completion of the current term, June 30th, 2018. Notwithstanding anything to the contrary contained herein, the Agreement and any amendments shall terminate absolutely and without further obligation on the part of County at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided for in O.C.G.A. §36-60-13, the provisions of which are incorporated herein. The Agreement and any amendments shall terminate immediately and absolutely if funds are not budgeted and appropriated in any fiscal year to pay the obligations created by the Agreement and any amendments.

   The County shall have the right to terminate the Agreement and any amendments without cause and in its sole discretion upon ninety (90) days written notice to EOM. In the event of any termination of any services as set forth in the Agreement and any amendments, the County shall pay EOM only for those services performed before the effective date of the termination. The County shall have no liability for any further charges in respect of services performed after the termination date.

   To the maximum extent permitted under applicable law and, in that regard, County and EOM expressly acknowledge and agree that the Agreement and any amendments shall be subject to the terms and conditions of O.C.G.A. §36-60-13 and they intend and agree that the provisions of the Agreement and any amendments shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

2. This Amendment allows for an increase in the Base Fee to $2,124,000 with the following department breakdowns.
    a. Public Works $985,800.00
    b. Water & Sewer $296,000.00
    c. Waste Water Treatment $257,200.00
    d. Vehicle Maintenance $390,000.00
    e. Ash Road Resurfacing $195,000.00

3. This Amendment allows for a change in department operating limits and structure to reflect the 2018-2019 approved budget. The total annual limits for operating costs pertaining to the scope of work outlined in the Contract shall not exceed $190,000 for Public Works, $333,500.00 for Water and Sewer, $208,000.00 for Wastewater Treatment Plant and 307,300 for Vehicle Maintenance. Any non-emergency purchases over $2500.00 must have prior approval by Owner. Repair expenses for any vehicle shall not exceed $5,000 in any one fiscal year without Owner approval.

4. This Amendment allows for the continued use of inmate work detail.

5. This Amendment deletes Section 2.1.2 of the Agreement that reads "EOM shall provide oversight of Owner's computerized maintenance, process control, and laboratory management systems."

6. This Amendment changes the reporting date listed in Section 2.6.35 to the 10th day of each month and adjusts the reporting breakdown to align with the 2017-2018 budget. The breakdown will include hours, inventory used, purchased parts, subcontractor costs and 1/12 of the base fee for this department.

7. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.

8. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS, A Division of
EOM Public Works, LLC

Authorized Signature _____

Name Melissa Hurd

Title President

Date 3/12/19

Board of Commissioners of Effingham County

Authorized Signature _____

Name Wesley M. Corbett

Title Chairman @ Large

Date ~~3/19/19~~ 08/07/2018

AMENDMENT No. 3
AGREEMENT
For
OPERATIONS, MAINTENANCE AND MANAGEMENT SERVICES

This Amendment No. 3 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into a Agreement for Public Works Operations Management Services dated June 20th, 2017 for Public Works Operations Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Agreement for Public Works Operations Management Services. The renewal term begins on August 1, 2020 and terminates on June 30, 2021 subject to the renewal provision in Paragraph 1 of Amendment 1 to Agreement for Public Works Operations Management Services.

2. This Amendment allows for an increase in the annual Base Fee to $2,248,800 for one additional full time employee in the water and sewer department as approved in the 2020-2021 Budget. The increase will not take effect until the August, 2020 monthly payment.

   The monthly payment schedule is as follows:
   July 2020: $181,500.00
   August 2020-Jun 2021: $187,400.00

3. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.

4. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

Board of Commissioners Effingham County
Authorized Signature Wesley M. Corbitt
Name Wesley M. Corbitt
Title Chairman
Date 09/15/2020

EOM OPERATIONS
Authorized Signature
Name Melissa Hurd
Title president
Date 9.23.2020

v1

EOM Operations Contract 2017 - 2018

AGREEMENT

For

PUBLIC WORKS OPERATIONS MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this 20th day of June, 2017, by and between **The Board of Commissioners of Effingham County**, a political subdivision of the State of Georgia, (hereinafter "Owner"), whose address for any formal notice is 601 N. Laurel Street, Springfield, GA 31329, and **EOM Operations, a Division of EOM Public Works LLC**, a limited liability company existing under the Laws of the State of Georgia and domiciled in Bryan County, Georgia, (hereinafter "EOM"), whose address for any formal notice is 480 Edsel Drive, Suite 100, Richmond Hill, GA 31324. This Agreement shall be binding on the date that the last authorized signature is affixed to this Agreement.

Owner and EOM agree:

1 GENERAL AND DEFINITIONS

1.1 GENERAL

1.1.1 This Agreement will be for operations, management, and consulting services only. This Agreement shall not include any personnel, labor, equipment, and/or materials not expressly described as "in scope".

1.1.2 This agreement shall be governed by and interpreted in accordance with the Laws of the State of Georgia.

1.1.3 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party will assign this Agreement without prior written consent of the other party. Consent shall not be unreasonably withheld.

1.1.4 All notices shall be in writing and transmitted by certified mail to the addresses noted in this Agreement. Electronic communication (e-mail) may be used for general communication between Owner and EOM.

1.1.5 This Agreement, including Appendices, is the entire Agreement of the parties. This Agreement may be modified only by written agreement signed by both parties. Wherever used, the terms "EOM" and "Owner" shall include the respective officers, agents, directors, elected or appointed officials, and employees.

1.1.6 Time is of the essence.

1.1.7 COMPLIANCE WITH LAWS: EOM shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of this contract between EOM and the Owner. Any such requirement specifically set forth in any other contract document between EOM and the Owner shall be supplementary to this section and not in substitution thereof.

1.1.8 IMMIGRATION: On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit

that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. An affidavit is included as part of this contract as Attachment D.

1.1.9 PROTECTION OF RESIDENT WORKERS: Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the Unites States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). EOM shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

1.1.10 INTERESTS OF PUBLIC OFFICIALS: EOM warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in the proceeds of this contract. In the event that an elected or appointed official or employee acquires any interest in this contract or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract without liability, terminate the contract for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this Agreement, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

1.1.11 STATEMENT OF DISCLOSURE: EOM will provide a statement of disclosure – A statement is included as part of this contract as Attachment D.

1.1.12 GEORGIA OPEN RECORDS ACT: This contract will become part of the Owner's official files without any obligation on the Owner's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County regardless of type, shall belong exclusively to Effingham County and will be

considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act. Official Code of Georgia Annotated, Section 50-18-070, et.Seq. unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

1.1.13 GEORGIA TRADE SECRET ACT OF 1990: In the event that EOM submits secret information to the Owner, the information must be clearly labeled as a "Trade Secret". The Owner will maintain the confidentiality of such trade secrets to the extent provided by law.

1.1.14 PENDING LITIGATION: EOM shall disclose any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years. If the Owner, at any time, discovers that they have an outstanding claim, or financial dispute with EOM or any of its subsidiaries, the contract will be terminated. EOM acknowledges that in performing this contract for the Owner, they shall not utilize any firms that have been a party to any of the above actions. If EOM engages any firm to work on this contract that is later debarred, EOM shall sever its relationship with the firm with respect to Owner contract.

EOM will need to read and complete the certification regarding debarment, suspension, ineligibility, and voluntary exclusion included as part of this contract as Attachment B.

1.1.15 PERSONNEL: EOM will, at its own expense, provide all personnel necessary to perform the services of the contract; none of whom shall be employees of, nor have any contractual relationship with Effingham County. All services hereunder will be performed by EOM under its supervision, and all personnel engaged in the work shall be fully qualified and authorized or permitted under law to perform such services.

1.1.16 PATENT INDEMNITY: Except as otherwise provided, EOM agrees to indemnify Effingham County and its officers, agents and employees against liability.

1.2 DEFINITIONS

1.2.1 "Base Fee" means the compensation paid by Owner to EOM for the base services defined in Section 2 through 2.6.48 of this Agreement for the term of the Agreement. The Base Fee is specified in Section 4.1 and will be renegotiated upon Agreement expiration. This compensation does not include payments for Requests by Owner that are incidental to or outside the Scope of Services.

1.2.2 "Changes in Scope of Services" mean those events or services which either change the **basis of cost** or add additional scope to the services provided in this Agreement which are anticipated as long-term events (greater than contract term). Such events or services include, but are not limited to, services and/or cost presently the

responsibility of Owner, newly mandated regulatory requirements, construction and the impact thereof, and changes in the Project(s) characteristics.

1.2.3 "Incidental Services" means those services requested by Owner incidental to/or not specifically identified or included in EOM's Costs, but are related to or similar in nature to the services contemplated under this Agreement, including, but not limited to, services and/or cost for plant or facility upgrades, rate studies, short-term construction and the impacts thereof, engineering studies, and other short-term incidental projects.

1.2.4 "Preventative Maintenance" means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or EOM to maximize the service life of the equipment, water infrastructure, sewer infrastructure, wastewater treatment facility or Owners vehicles.

1.2.5 "Project" means all equipment, vehicles, grounds and facilities described herein, located within the municipal boundaries and/or Owner's currently owned facilities lying outside of the municipal boundaries.

1.2.6 "Repairs Costs" means the cost of those non-routine/non-repetitive activities required for operational continuity, safety and performance generally resulting from failure of or to avert failure of the equipment, water infrastructure, sewer infrastructure, wastewater treatment facility or Owners vehicles.

2 SCOPE OF SERVICES – EOM

EOM SHALL:

2.0 Provide operational and management services which shall be defined to include the Owners Department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment. These operational services shall be provided by full time EOM staff working and serving as the public works, fleet maintenance and water / sewer departments, with access to support staff of other EOM employees, to be headquartered in an office to be provided by Owner.

2.0.1 Owner shall be provided with a formal monthly status report on each department managed by EOM. All data, agency transmittals and monthly status reports are considered property of the Owner.

2.0.2 All work is to be performed in accordance with the Effingham County purchasing policy guidelines and should have the approval of the administrator or a designated county employee.

2.0.3 EOM shall operate all county vehicles in accordance with Effingham County's Vehicle Policy. EOM employees will operate and use Equipment within the guidelines provided in the Vehicle Policy of a County Employee. Equipment shall not leave the Project unless it is being relocated to avoid an impending natural disaster without prior written approval from the Administrator or his designee.

2.0.4 EOM will forward calls from the current Public Works phone line to their call center. During normal business hours work orders will be generated and a summary of calls received and the resolution to the call incorporated into the monthly report.

2.0.5 EOM will provide after-hours call services maintained by a 24 hour call center and maintain on-call personnel. A priority matrix will be applied to determine urgency of calls and all prioritized emergencies will be responded to within one hour.

2.0.6 EOM will bring all major maintenance and permit compliance issues to the Owner's attention as soon as possible.

2.0.7 EOM agrees to provide job-related training for personnel in the areas including, but not limited to, operation, quality, maintenance, safety, supervisory skills, laboratory and energy management. All such training shall be fully documented. Where employees are required by law or regulation to hold current licenses, certificates or authority to perform work required of their respective positions, EOM shall provide the training and agree with the employee to a reasonable timeframe to qualify for such certificate, license or authority. EOM will establish a Drug-Free Workplace for EOM employees working at the Owner facilities by requiring drug screening of all new employees and will allow for random drug testing. Costs associated with random Drug Testing will be provided by the Service Provider.

2.0.8 EOM shall place at each permanently staffed Project facility, a copy of EOM's Corporate Safety Program, and provide all employees training specific to this Program within forty-five (45) days from the effective date of this Agreement. This Program will include weekly documented safety training, job safety analysis, emergency response plan, chemical hygiene plan, and an annual safety review.

2.0.9 EOM shall document all preventive maintenance and repairs in each area of service provided and a summary will be incorporated into the monthly report.

2.0.10 EOM shall staff the Project with a sufficient number of qualified employees who possess the managerial, administrative, and technical skills to perform the services specified in this Agreement and, where appropriate, have met the certification requirements mandated by the State of Georgia. The owner can request staff reassignment or dismissal of specific EOM staff from the Owners project .

2.0.11 EOM shall provide Owner, through the budget preparation process, a list of all anticipated capital expenditures for the following fiscal year.

2.0.12 EOM will provide assistance to other county departments as long as these tasks are requested in writing, can be scheduled during regular business hours, do not affect the completion of in scope work and do not require hiring of additional personnel.

2.0.13 EOM shall within the design capacity of the Waste Water Treatment Plant, Water Wells, and Collections System affect the operation of said systems to coincide with requirements specified by the State of Georgia and U.S. EPA for Public Water Systems, the Clean Water Act, National Primary Water Treatment Regulations, and

the National Pollution Discharge Elimination System. EOM shall notify the owner if the design capacity of any managed facilities has reached its limit or usable life and shall not be held liable for any violations stemming from these deficiencies.

2.1 WASTEWATER TREATMENT PLANT

2.1.1 EOM shall prepare and submit transmittals and all regulatory reports pertaining to routine operation and maintenance of Owner's Wastewater Reclamation Facility to appropriate agencies.

2.1.2 EOM shall provide oversight of Owner's computerized maintenance, process control, and laboratory management systems.

2.1.3 EOM shall provide oversight of all laboratory testing and sampling currently required by Owner's NPDES permit (GAJ020016) as may be updated or renewed from time to time

2.1.4 EOM shall provide timely DMR reports and insure submittal to EPD as required by Owner's NPDES permit (GAJ020016) as may be updated or renewed from time to time.

2.1.5 EOM shall provide staff with required licensing levels to act in responsible charge of the Owner's Wastewater Reclamation Facility as required by Owner's NPDES permit (GAJ020016) as may be updated or renewed from time to time.

2.1.6 EOM shall provide consulting and assist in obtaining bids per the County purchasing policy on out of scope repairs to the plant appurtenances as to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed.

2.1.7 EOM shall perform routine maintenance such as repainting of plant appurtenances and mowing and maintaining of spray fields and the Water Reclamation Facility site.

2.1.8 EOM shall facilitate all state mandated sampling and laboratory testing. Owner shall be responsible for any lab fees charged by outside agencies.

2.2 WATER PRODUCTION

2.2.1 EOM shall create custom field manuals, for the operational inspections and checks, to ensure proper operation of the Owner's facility. This will be done within 6 months to ensure wells are being maintained so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations.

2.2.2 Within 6 months EOM shall create custom Well check procedures and provide them to the Owner, to ensure proper operations and maintenance of the Wells.

2.2.3 Within 6 months EOM shall develop and provide to the Owner compliance monitoring schedules and an execution plan of said schedules, to ensure EOM

employees are providing correct and active testing procedures, so that finished water discharged from the Project meets the requirements specified by the State of Georgia and U.S. EPA for Public Water Systems and National Primary Water Treatment Regulations.

2.2.4 EOM shall provide staff with required licensing levels to act in responsible charge of the Owner's Water Distribution System as required by Owner's permits (CP1030131 and 051-0011) as may be updated or renewed from time to time.

2.2.5 EOM shall provide consulting and assist in obtaining bids per the County's purchasing policy on repairs to the Water Wells as to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed.

2.2.6 EOM shall manage the flushing program to minimize the amount of water flushed while maintaining compliance with Owner's permits (CP1030131 and 051-0011) as may be updated or renewed from time to time. All water flushed shall be metered and recorded and a summary incorporated into the monthly report

WELL SYSTEMS

Court House/Landfill Well
Berryville Well
Hunter's Chase/Abbey Lane
SouthBrook
Greenbrier
IDA/I-16 Well
Well #0 Springfield Central

BACKUP WELL SYSTEMS

Caribbean Village--Antigua
Goshen Commercial Park
South Effingham Elementary School
South Effingham Middle/High Schools

2.3 LIFT STATIONS

2.3.1 Within 6 months EOM shall create custom Lift Station check procedures to ensure proper operations and maintenance of the Lift Stations.

2.3.2 Within 6 months EOM shall develop and furnish to the Owner compliance monitoring schedules and execution plan of said schedules, to ensure employees are providing correct and active testing procedures.

2.3.3 EOM shall provide consulting and assist in obtaining bids per the Owner's purchasing policy on repairs to the Lift Stations to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed

2.3.4 EOM shall provide labor for all routine electrical repairs on lift stations including replacing contactors and components.

2.3.5 Any changes to the number and scope of lift station services shall be subject to an increased scope charge and will be negotiated with Owner prior to EOM Operation of any new lift or unlisted station facilities.

LIFT STATION LISTING

Station ID	Station Name	PS#12	Old Augusta Rd
PS#01	Marlow Elem.	PS#13	Timberlake
PS#02	South Bend	PS#14	Staffordshire
PS#03	South Eff. Elem.	PS#15	Settlers Point
PS#04	Hodgeville Rd	PS#16	Park West Phase II
PS#05	Park West	PS#17	Red Oak
PS#06	Exley Tract	PS#18	Summer Station
PS#07	Greystone	PS#19	Cedar Ridge
PS#08	Blandford Elem.	PS#20	Laurel Mill
PS#09	Learning Treehouse	PS#21	Blandford Crossing
PS#10	Windfield	PS#22	Saddleclub @ Belmont Glen
PS#11	S.E.P./Buckingham	PS#23	Laurel Grove

2.4 COLLECTIONS AND DISTRIBUTION

2.4.1 EOM shall provide consulting on general record keeping, in regards to process of operational management of the Owner's collections and distribution system.

2.4.2 EOM shall provide consulting and assist in obtaining bids per the Owner's purchasing policy on repairs to the Collections and Distribution system as to assist Owner's employees to minimize work contracted to outside firms. Vendors or Businesses associated with EOM may submit quotes and or bids for evaluation on work needed.

2.4.3 EOM shall as soon as possible, but in any event, within one (1) hour of being notified or otherwise learning of a break or leak, affect proper repair of any water distribution system leaks or breaks which occur within any water and/or service lines up to and including the water meter. EOM shall not be responsible for repair of any leaks or breaks in water service lines from the meter to the dwelling. EOM shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation, and backfilling and compaction of such excavation in accordance with the Owner's standards and specifications for construction.

2.4.4 EOM shall read all water meters monthly and provide the readings to Finance for processing. Meters will be read as required by the Owner's schedule and shall be accomplished in a maximum of two days. Meters shall also be read when accounts are opened or closed or upon request by the Finance Department

2.4.5 EOM will perform services for new water and reuse meter installations within three (3) working days after receipt of a work order calling for such installation, unless any delay beyond three (3) working days is due to unavailability of parts or

circumstances outside of the control of EOM which prevent installation, in which case, such work will be completed as soon as the parts are obtained.

2.4.6 EOM shall perform all Owner issued service orders consisting of service and delinquent connects and disconnects, rereads, accuracy and pressure tests, service leak repairs and malfunction (still) meter replacements in a timely manner and in no event later than the third (3rd) working day after receipt of the work order, unless any delay beyond three (3) working days is due to unavailability of parts or circumstances outside of the control of EOM which prevent the completion of such work, which may include but not limited to the issuance of an excessive number of meter install requests, which for these purposes shall be defined as (6) six in any one day, in which case such work will be completed as soon as parts are obtained and labor can be scheduled accordingly. EOM will provide after-hours call services maintained by a 24 hour call center and maintain on-call personnel. The Owner may request a re-connect of water service after hours which for this purpose shall be defined as no more than (2) per month. EOM will coordinate with the owner regarding the urgency of a call with regard to disconnects.

2.4.7 EOM shall provide meter testing, calibration and replacement as required by Effingham County's Water Meter Calibration, Repair and Replacement Program. Water meters that are ¾" will be tested by EOM personnel. All other meters shall be either replaced or verified by our partnered 3rd party vendor and shall be paid for by the Owner.

2.4.8 EOM shall maintain an active leak detection program for sanitary sewer mains and manholes and provide repairs as required. A listing of potential problems and items which have been resolved should be included in the monthly report.

2.4.9 EOM shall provide water and sewer line locates within three (3) business days of receiving the request from Georgia 811.

2.4.10 EOM shall respond to blockages upon one (1) hour notification. Due diligence shall be exercised to clear the blockage. If the blockage cannot be cleared using equipment assigned to the Project for EOM's use, EOM will, when possible, bypass the affected area and notify the Owner of the situation. Owner will contact EOM within one (1) hour and instruct EOM to secure the services of a subcontractor having the equipment necessary to clear the blockage or otherwise repair the line to restore free flowing conditions. If no contact is made within the specified time, EOM is authorized to secure the services of a subcontractor.

2.5 PUBLIC WORKS

2.5.1 Within 6 months EOM shall develop and implement schedules for maintaining all easements, ditches and canals owned by Owner for the use of stormwater drainage.

2.5.2 Within 6 months EOM shall develop and implement schedules for maintaining all tree and brush limb trimming on county owned rights of way.

2.5.3 Within 6 months EOM shall develop and implement schedules for routine maintenance of all dirt roads owned and maintained by Owner.

2.5.4 EOM shall ensure new street signs are installed and that all street signs that are damaged or don't meet state and federal standards are repaired or replaced in a timely manner. Missing or damaged stop signs shall be replaced within two hours of being notified or otherwise learning of the missing or damaged stop sign.

2.5.5 EOM shall develop a listing of roadways, evaluate the listing of roadways, provide a schedule of recommend roads for repairs , seek direction from the Owner as to which roadways are to take precedence and ensure that all damaged roadways which pose a hazard to the public safety are repaired in a timely manner . The scope of these services includes motor grading as well as pothole repair. For these purposes, a pot hole shall be defined as any breach in an asphalted public road surface no more than 2 inches in depth and 24 inches at its widest point. All road repairs beyond these parameters shall be negotiated with the Owner regarding Best Management Practices (BMP) per occasion. This listing should be placed within the monthly report. EOM shall be responsible for all related traffic control, including warning signs and proper maintenance of open cuts and excavation, and backfilling and compaction of such excavation in accordance with the Owner's standards and specifications for construction. EOM will as requested oversee road projects which are bid out by the Owner.

2.5.6 EOM shall ensure that all drainage blockages are removed in a timely manner.

2.5.7 EOM shall remove sediment buildup from county roadway shoulders to avoid trapping water on the roadway as needed. EOM shall be responsible for all related traffic control in accordance with the Manual on Uniform Traffic Control Devices.

2.5.8 EOM shall mow all grass within the Owner's right of way not included in a separate grass cutting agreements with private individuals as noted in RFQ No. 14-005 and additional roads added on July 27, 2015 and State DOT.

2.5.9 EOM shall remove all dead trees which pose a hazard to the public from Owner's rights of ways.

2.5.10 EOM shall place sand on Owner's bridges when there is an eminent danger of ice forming on the bridge.

2.6 FLEET MAINTENANCE

EOM will be required to provide at a minimum the following fleet management and maintenance services:

2.6.1 General: EOM will provide preventive maintenance, remedial repairs and overhaul, major component repairs and overhauls, coordination of transmission repairs, coordination of accident repairs resulting from collision, misuse, abuse, or vandalism, mobile service, tire service, welding and fabrication, coordination of glass replacement, sheet metal replacement, and rust and body repairs.

2.6.2 Labor, Parts and Equipment: EOM will furnish all required supervision, labor, and tools (both specialty and hand) required to maintain the Owner's fleet that is in a "state of repair" and service that is consistent with generally accepted fleet practice as further defined herein.

2.6.3 Contracted/Non-Contracted Services: EOM will develop a system and methodology for the repair and replacement of Owner owned vehicles and equipment and will provide permanent daily staffing and labor associated therewith.

2.6.4 Personnel: EOM will, at its own expense, provide all personnel necessary to perform the services of the contract; none of whom shall be employees of, nor have any contractual relationship with Effingham County. All services hereunder will be performed by EOM under its supervision, and all personnel engaged in the work shall be fully qualified and authorized or permitted under law to perform such services.

2.6.5 Service Uniforms: EOM will stock and supply uniforms for all employees in Vehicle Maintenance which identifies the name of EOM and the employee.

2.6.6 Safety: EOM will implement a safety program and will provide training for all personnel in the areas of operation, maintenance, safety, supervisory skills, certifications, etc, related to the contracted services.

2.6.7 Training: EOM shall provide continuing training for all EOM personnel. This training shall be sufficient to insure the least amount of downtime for repairs. A proposed training schedule must be included in proposal submittal.

2.6.8 Performance Standards: EOM will be required to deliver high quality services that can be audited against established standards, in a cost effective manner, with full reporting and accountability to Effingham County.

2.6.9 Quality Standards: EOM and their employees are expected to perform their duties in professional, service-oriented manner. Adherence to quality standards will be required.

2.6.10 Procuring, Stocking and Issuing Parts: EOM will, on behalf of the Owner procure, stock and furnish all parts, materials, supplies and fluids required for the operation and maintenance of all County vehicles in accordance with good parts management practices and will meet all relevant OEM and Owner standards/specifications. EOM will maintain a perpetual inventory of all parts, materials, supplies, and fluids in the Fleet Management Information System. An automated parts inventory system acceptable to the Owner to properly track and account for inventoried parts is the Service Provider's responsibility. In the event of cancellation of this contract, all computerized information regarding the parts operation along with hard copy records shall be provided to and will become property of the Owner.

2.6.11 Access to Parts Room: EOM will be responsible for the security of the parts room and will provide the Owner access to the facility as required to assure Contract

performance or for facility maintenance purposes. The Owner retains the right to use and enter the parts room in the case of emergency or disaster, if so required, until EOM arrives on-site.

2.6.12 Quality of Parts to be furnished: Parts furnished to the Owner will meet or exceed the quality of the parts furnished originally for the equipment (OEM). Rebuilt or used parts must conform to the manufacturer's reconditioning tolerances.

2.6.13 Warranties: EOM will be required to maintain and provide upon request to the County all manufacturers' warranties, warranty adjustments, including extended warranty adjustments, and any refunds from warranty adjustments.

2.6.14 Tires: EOM will on behalf of the Owner, procure all tires. All tires furnished must be steel belted radials of the same quality, performance, and load range currently utilized on Owner equipment. Tires, except as indicated in Preventive Maintenance Schedule, must be replaced on all equipment when tread life reaches a minimum of 3/32 inch on any portion of tire. Recaps may be utilized for any equipment excluding passenger vehicles over one (1) ton on rear axles only. Recaps shall not be used on steering axle.

2.6.15 Tire Service: EOM will repair all fleet tires and will manage the tire recap program. EOM will also fix or replace flat tires at breakdown site to minimize equipment downtime. Tire plugs may be utilized on all equipment except those designated as emergency equipment (Police, Fire, EMS, etc.). Under no circumstances shall a tire plug be utilized to repair a side wall. EOM shall provide on-site wheel balancing service for all tires up to size 11.00R22.5. All other sizes may be balanced at an outside source as needed.

2.6.16 Re-repair: Re-repair for the purpose of this contract, is defined as the repair of the same failure within the warranty period due to parts failure, misdiagnosis, or mechanic's error. EOM shall track and identify re-repair work for these repairs.

2.6.17 Accidents: All repair costs due to accidents are the responsibility of the Owner and as such are not included in the contract cost except for administrative costs associated with facilitating the processing of accident repairs including appraisals, estimates of damage, obtaining repair bids in accordance with Owner Purchasing Policies and in accordance with the Owner's insurance carrier, transportation of equipment to/from repair site, repair quality and timeliness, administration including payment of invoices and coordination with the County Administrator and/or the Finance Director. When prior written authorization is given by the County Administrator and/or the Finance Director, the Owner will pay for accident repairs that are not covered by insurance. A County incident report along with a police report shall accompany all accident repairs. Effingham County will be responsible for filing all insurance claims.

2.6.18 Misuse, Abuse or Negligence of Equipment: The Owner wishes to have knowledge of any suspected misuse, abuse or negligence of equipment by its employees, or failure of any employee to deliver vehicles or equipment for scheduled preventive maintenance. Therefore, EOM shall alert the County Administrator and/or the

Finance Director immediately when any type of abuse, misuse or negligence is suspected. Repair costs due to Owner employee misuse, abuse, or negligence is to be included in the contract cost.

2.6.19 Vandalism: EOM shall also be responsible for processing of vandalism repairs including appraisals, estimates of damage, obtaining repair bids in accordance with Owner Purchasing Policy and Procedures, transportation of vehicle/equipment to/from repair site, repair quality and timeliness, administration including payment of invoices and coordination with the County Administrator and/or the Finance Director. The Owner will pay for any vandalism repair when prior written authorization is given by the County Administrator and/or the Finance Director. A County incident report along with a police report shall accompany all repairs to vandalized equipment. Effingham County will be responsible for filing all insurance claims that have a damage estimate that exceeds $2,500.

2.6.20 Welding and Fabrication: Welding and fabrication are an integral part of the fleet operation and all costs including welding rod/wire, supplies, protective clothing and all materials, etc., are the responsibility of Owner to procure and provide to EOM.

2.6.21 Major Component Failure/Repair: Failure/repair of major components such as engines, transmissions, rear axles, etc., are the responsibility of EOM to work on with personnel under EOM or Sublet as may be needed.

2.6.22 Outside Repairs/Sub-contracting: EOM will be responsible for arranging and managing the conduct of outside repairs, which can be performed more effectively by a sub-contractor.

2.6.23 Roadside Services: EOM will provide routine and emergency road call services for the entire County fleet. EOM will provide an "on call" service technician to expeditiously handle vehicle breakdowns on a continuous, 24 hour, 7 days per week basis. EOM will tow or make towing arrangements for any County owned or leased vehicle requiring this service regardless of whether or not the cause is an authorized repair or another incident. During normal operating hours and after normal business hours, EOM will respond to call and have a mechanic physically at location of breakdown within 1 hour and 30 minutes if located within Effingham County. Time limits may be extended when adverse weather conditions exist. All service calls "outside" Effingham County will be responded to within a reasonable and mutually agreed upon time. Owner shall be responsible for any towing costs for EOM maintained County vehicles.

2.6.24 Minor Repairs: EOM will provide a "quick fix" function for repairs of less than one hour duration when the vehicle operator chooses to wait for the service. This service shall be offered at all times during normal operational hours and will be provided as contract services. Priority for repairs to Emergency Response and Law Enforcement vehicles will at all times be enforced.

2.6.25 Limit to Extent of Repairs: EOM will be required to make specific repairs to vehicles and equipment as further identified in the Preventive Maintenance Schedule included herein in Section 2.6.29 and by County departments. Repairs shall be

made as required, limiting the nature and extent of the repairs that are consistent with age, mileage, and cost to repair criteria of good fleet maintenance. Repairs estimated to exceed $1,500.00 must be analyzed by EOM to determine the repair's cost effectiveness and specifically approved by the County Administrator and/or the Finance Director. **Repair expenses on any one vehicle are not to exceed $3,000.00 in any one fiscal year without administrator approval.** When equipment replacement appears to be more cost effective than repairing or it is deemed that it is uneconomical to repair a vehicle based on its age and condition, a recommendation shall be presented to the County (in writing) for a final decision whether to repair or retire the vehicle or piece of equipment.

2.6.26 Vehicle Preparation Services: EOM will be required to prepare all newly acquired vehicles and equipment for service. Preparation Services will at a minimum include, but is not limited to: inspections, services as required, cleaning, rust proofing, decals, stripes, fabrication and installation of special equipment and hardware, transfer of serviceable special equipment from old units and coordination/cost of radio equipment installation. EOM will also be responsible for coordinating the acquisition or transferring of license tags through the Owner's Purchasing Department. New Equipment will be prepared as listed herein and delivered to user department within five (5) working days after receipt of equipment or vehicle from dealer.

2.6.27 Manufacturers' Recalls: EOM will be required to ensure that all recall notices are reviewed and that prompt action is taken. When action is completed, the appropriate user department will be notified.

2.6.28 Preventive Maintenance: Services Provider will be required to provide Effingham County, on a quarterly basis, full documentation of preventive maintenance being performed in accordance with manufacturer's recommendations. Preventive maintenance program must include documentation of corrective and preventive maintenance provided and a detailed inventory of spare parts. All Preventive Maintenance Services provided will at a minimum meet the following Preventive Maintenance Standards:

2.6.29 PREVENTIVE MAINTENANCE- MINIMUM REQUIREMENTS:

A. Preventive Maintenance- Definition: It shall be the responsibility of EOM to develop and implement a preventive maintenance (PM) program to service all vehicles and equipment to the satisfaction of the County Administrator and/or the Finance Director. The PM Program shall be made available to the Owner within 6 months from the start of services. Preventive maintenance shall be defined as scheduled routine inspection, servicing, repair and replacement of equipment components on a regular basis to facilitate operations with a minimum of downtime. The PM program shall be presented in detail in the proposal and shall be designed in accordance with recognized fleet management practice and shall meet the terms and conditions required to comply with the original equipment manufacturer (OEM) specifications, warranties and recommendations, unless otherwise approved in writing by the County. The approved PM shall, at a minimum, include the specifications outlined herein, and be in conjunction with the

manufacturers PM schedules. The PM schedules are subject to change if approved by the County Administrator and/or the Finance Director.

B Preventive Maintenance Program: Preventive maintenance shall be performed on all Owner owned and leased vehicles and equipment listed in Appendix A and any vehicles that may be added to the fleet, as long as such additions do not increase the total fleet size by more than ten percent 10%. If the fleet increases more than 10% the contract rates can be re-negotiated.

C. Preventive Maintenance Scheduling: Preventive maintenance shall be scheduled on a usage basis, with calendar time override. That is, each vehicle and piece of equipment shall be scheduled for preventive maintenance based on a usage limitation (miles or hours) or calendar time since the last PM, whichever comes first. EOM shall complete and file an "Inspection Form" approved by the County Administrator and/or the Finance Director for each PM service performed on each vehicle or piece of equipment. It shall be the Service Provider's responsibility to develop and implement a PM scheduling system that provides immediate notification to Owner user departments when PM services are scheduled for their vehicles. This schedule shall provide vehicle user departments not less than a ten (10) working day notice that a vehicle is due for PM. The Service Provider's site manager shall work with user departments to schedule the actual date of service.

D. Preventive Maintenance Equipment Transportation (Responsibility): It is the responsibility of the Owner user departments to transport equipment to the Fleet Maintenance Facility for PM services when scheduled, with the following exceptions:

1. Fixed equipment not capable of being moved to the garage shall be provided PM inspections and maintenance in the field at set interval by means of a field service truck program.

2. Heavy construction type equipment that is in use at a remote site that, due to size, makeup, project completion suspensions, or cannot effectively and/or efficiently be transported to the garage in a timely manner. This equipment shall be provided PM inspections and maintenance in the field at set intervals by means of a field service truck program.

E. Preventive Maintenance Intervals: Preventive maintenance services and service intervals shall meet all specifications as listed herein. Any equipment not covered in this section shall meet or exceed original equipment manufacturers recommendations for such services.

F. Preventive Maintenance Scheduling New Equipment: As part of placing in service newly acquired equipment, the Service Provider's PM supervisor and the County Administrator and/or the Finance Director shall jointly review the proposed PM schedule to be followed specifically for that piece of equipment.

G. Preventive Maintenance Oil Analysis Program: Where cost effective, EOM will recommend and implement an oil sampling program for use as a diagnostic aid in determining early detection of problems.

H. Preventive Maintenance Coolant Analysis Program: Where cost effective, EOM will recommend and implement a coolant sampling program for use as a diagnostic aid in determining coolant/coolant filter change intervals and for early detection of engine cooling system problems.

I. Preventive Maintenance:

PREVENTIVE MAINTENANCE SCHEDULE "A"

Perform items 1-17 every7,500 miles or four months, whichever comes first on all cars, light trucks (1 ton or below) Vans, Utility Vehicles, etc. Exceptions from the PM work will be considered if justified and approved by the County Administrator and/or the Finance Director.

1. Safety Checklist:

The following items must be inspected, serviced, and repaired at every P.M.:
Headlights
(1) High Beam
(2) Low Beam
Beam Indicator Light
Parking Lights
License Plate Light
Tail Lights
Stop Lights
Clearance Lights
Directional Signals
Hazard/4 way lights
Emergency brake
Steering mechanism and suspension including tie rods, draglink, pitman arm, ball joints, etc.
Windshield wipers and washers
Horn
Tires-record tread depth of all tires; a minimum of 3/32 tread depth shall be maintained.
Rear view and side mirrors
Exhaust system, exhaust hangers and clamps
Back-up alarms

2. Inspect, service, and repair all interior lights.
3. Inspect, service, and refill fluid levels of coolant, windshield washer solvent, transmission, differentials, power steering units, and brake fluid.
4. Inspect, service, and repair battery, charging system terminals, cables and box.
5. Inspect, service, and repair heating/air conditioning system.
6. Inspect, service, and repair frame, cross members and body joints.
7. Inspect, service, and repair operation of the engine starting circuit.
8. Inspect, service, and repair drive shaft, U-joints, and CV joints and boots.
9. Inspect, service, and repair any oil, fuel, coolant or other fluid leaks.
10. Inspect, service, and repair air and emission filters and valves, as needed.
11. Inspect, service, and repair hoses, clamps, and belts.
12. Inspect, service, and repair operation of all gauges.

13. Inspect, service, repair and lubricate all grease points on chassis, hinges, locks, suspension, hydraulic systems, etc.
14. Inspect, service, repair and change engine oil and filter.
15. Inspect, service, and repair tires. Replace at 3/32 inch tread life.
16. Beam/Ray, shotgun rack, siren, emergency equipment, etc., if Sheriff.
17. Inspect, service, and replace air cleaner as necessary.
18. Inspect, service, and repair emissions system as required by original equipment manufacturer.
19. Rotate and balance tires.
20. Inspect, service, repair, and perform minor tune up as necessary.
21. Inspect, service, repair, replace and adjust brake components (pads, shoes, rotors, drums, hardware, hoses, etc.) as required. NOTE: Every brake job shall include a new brake hardware kit, which includes spring, hold-downs, rollers, etc.
22. Perform road test.
23. Air cleaner element. Inspect service and repair.
24. Cooling system. Inspect, service and repair.
25. Scope engine. Inspect, service and repair.

PREVENTIVE MAINTENANCE SCHEDULE "B":

Perform items 1-10 every 45,000 miles or 12 months, whichever comes first:

1. Perform Preventive Maintenance Schedule "A".
2. Inspect, remove, clean, repair or replace, and re-pack wheel bearings and spindles.
3. Inspect, service, and repair transmission, which includes, but not limited to, adjustment, fluid change and filters as required.
4. Inspect, service, and repair front end alignment.
5. Inspect, service, repair and tune engine to include replacement of spark plugs, ignition wires, distributor cap, rotor, and any other items necessary for a complete tune-up (if so equipped).
6. Drain, flush, and replace differential gear lubricant. (Limited slip differentials must have special lubricant added.)
7. Inspect, service, repair, and perform diagnostic engine analysis. (Printout must be attached to work order.)
8. Drain, flush, and replace engine coolant (ethylene glycol).
9. Remove all wheels, inspect all brakes (replace linings/pads, rotors/drums at manufacturers recommended specifications), measure drums and/or rotors (measurements must be noted on work order), replace all seals, etc. NOTE: Every brake job shall include a new brake hardware kit, which includes springs, hold-downs, rollers, etc.
10. Inspect, service, and repair interior, seats, knobs, doors, carpet, switches, headliners, etc.

PREVENTIVE MAINTENANCE- SPECIAL REQUIREMENTS:

A. Sheriff Patrol Vehicles, Fire & Emergency Medical Service Units: Schedule A to be performed at 5,000 miles or every 3 months and Schedule B to be performed at 30,000 miles or every 12 months and a minimum of 5/32 inch of tire tread depth shall be maintained. If brakes are more than half worn, reline.

B. Heavy Equipment/Off Road (Includes all construction equipment, road graders, backhoes, front end loaders, excavators, draglines, mulchers, compressors, rollers, etc.) Perform the following items 1-3 every 200 operating hours or three months, whichever comes first.

1. Perform Preventive Maintenance Schedule "A" (Applicable items only)
2. Inspect, service, repair power train, and hydraulic and electrical systems.
3. Inspect, service, and repair air cleaners as required.
4. Perform Preventive Maintenance Schedule "B" (Applicable items only).
5. Inspect, service, and repair air/oil/water separator filter system.
6. Inspect service, and repair cables on the dragline.
7. Inspect, service, and repair power train, hydraulic and electrical system.

Perform the following items 8-11 every 800 hours or 12 months, whichever comes first.

8. Perform Preventive Maintenance Schedule "C". (Applicable items only)
9. Inspect, service, and repair air/oil/water separator filter system.
10. Inspect, service, and repair cables on the draglines.
11. Inspect, service, and repair power train, hydraulic and electrical system.

C. ATV/Scooters: ATV/scooters shall have a minor service every three months and a major service six months. These services shall follow the guidelines recommended by manufacturer.

D. Tractors/Mowers: Tractors utilized for mowing and other related services shall be serviced every 100 hours of operation or three months, whichever comes first. Because these units work in highly dirty conditions constantly, they shall receive a PM-B at every scheduled service and a PM-C every 12 months.

E. Light Duty Trailers (up to one ton): Provide a semiannual safety inspection, complete lubrication, re-pack wheel bearings and repair as required.

F. Heavy Duty Trailers (over one ton): Provide quarterly (every three months) safety inspections and complete repair and lubrication (including operation of "live" floor) in accordance with the Federal Motor Carrier Regulations.

G. All Preventive Maintenance Schedules: Inspect, service, repair, road test and correct deficiencies.

H. Annual Requirements: Provide inspection and testing of equipment and vehicles in accordance with any state or federal law. Such inspections and tests shall be performed by properly authorized and licensed mechanics.

2.6.30 Emergency Response/Disaster Recovery: Within six months, EOM will develop and implement emergency action plans for all possible emergencies, including procedure for heightened security alerts and disaster recovery efforts as it pertains to the departments included in the scope of this contract. Any billing regarding Emergency response shall be coordinated with the Owner to insure proper paperwork is kept in order to qualify for State and Federal disaster relief reimbursement and or funding.

2.6.31 Emergency Conditions: EOM will mobilize the shop and provide repair and maintenance services for the duration of emergency situations, such as flood, hurricane, and other emergencies as declared and required by the County Administrator and/or the Finance Director on a 24-hour basis.

2.6.32 Fleet Management Information System: EOM shall provide a Fleet Management Information System and will pay all costs for the system including warranties, maintenance agreements, licensing agreements, etc. Upon termination of this contract, EOM shall provide both hard and digital copies of the information stored on Service Provider's Fleet Management Information System. EOM shall not download, corrupt or delete any data associated with the contracted services. EOM will require running backups daily.

2.6.33 Files: The Owner shall provide its existing files and EOM shall maintain a complete file of service manuals, maintenance agreements, service bulletins, lubrication charts, and other such information needed to properly service and repair the Owner's fleet. A hard copy history folder shall be maintained, by EOM for each Owner vehicle or piece of equipment. This folder shall contain, in chronological order, all work orders generated specific to the vehicle or piece of equipment, correspondence of any description pertaining to the servicing of the vehicle (such as manufacturer recall orders or service bulletins), and Owner or EOM memoranda pertaining to service. In addition, the folder shall contain pertinent vehicle information such as make, model, year, VIN, etc.

2.6.34 Warranty Records: EOM will be responsible for maintaining all manufacturer warranties and guarantees on all existing equipment and vehicles owned by the Owner and all new vehicles and equipment acquired by the Owner during the term of the Contract.

2.6.35 Monthly Report: EOM will provide a consolidated monthly management report to be delivered to the County Administrator and/or the Finance Director and Department Heads on or before the 7th working day of each month, containing complete information for the previous month. The report both in PDF and Excel shall consist of a listing of all work orders completed by department. The listing will include the equipment, short description of work, hours needed, labor costs, overhead, admin/mgmt. fee, inventory, purchase orders, and any subcontractor costs to provide a total of each work orders cost.

2.6.36 Financial/Accounting Records: EOM will be fully responsible for accounting for all expenditures from budget line items assigned to them and initiated by them on a daily basis, weekly and monthly basis, and will provide all support documentation and audit records associated therewith. EOM will supply the reports listed below and/or build additional reports as requested by the owner.

1 A list of all vehicles repaired or maintained with cost breakdown and total, sorted by County Department and County Vehicle Number (this list shall be delivered by mail or email to each County department.
2 The monthly billing will include invoicing for 1/12 payment of the vehicle maintenance direct labor and overhead of $340,000/12 = $28,000. This amount plus material used and subcontracted services.
3 In order to make payment from the departments using the service, a monthly detail billing by department will be issued at the same time as the monthly billing.

The monthly detail billing by department will include: Direct labor hours per work order, Direct labor charge cost (based upon multiplying a fixed average labor charge by the direct labor hours for each work order), applied Overhead ($340,000/12 less the total direct labor charge cost which shall be applied based upon the direct labor hours per work order), material used, purchases, and the subcontract work to produce a cost per work order. Appendix B

4. Number of vehicles PM's scheduled/done sorted by Department.
5. Downtime by Department/Division and in total.
6. Cumulative records of subcontracted work.
7. Total parts cost and parts inventory level (listed in number and dollar value)

2.6.37 Budget Preparation: EOM will assist in the preparation of an annual operating budget and a suggested capital acquisition schedule during the month of March of each fiscal year.

2.6.38 Facilities: All facilities and associated equipment shall remain the property of Effingham County. EOM shall use the Owner facilities only for work on vehicles or equipment owned or leased by the Owner or other entities which have been approved in writing by the County Administrator and/or the Finance Director. The Owner will pay for telephone lines and all other utilities including water, sewer, trash collection and electricity.

2.6.39 The County fleet maintenance building will be shared, but the service provider's space – office shop, warehouse and provided equipment will be the responsibility of EOM for the term of the contract and shall be returned to the Owner upon completion of the contract in the same condition in which they were provided to the Service Provider, except for normal wear. Between the date of contract execution and the commencement of services, a complete physical wall-to-wall inventory of office, shop space, warehouse space and equipment shall be completed by representatives of the Owner and EOM to determine what EOM is responsible for. The inventory shall be counted by EOM quarterly. Physical facilities shall be maintained by the Owner including repairs, interior and exterior maintenance and/or renovations. EOM is responsible for informing the Owner of degraded conditions. EOM shall maintain equipment and facilities used by EOM such as: overhead doors, personnel doors, compressors, lifts, jacks, brake lathes, tire mounting/demounting equipment, drill presses, metal cutting equipment, wheel jacks and all other equipment provided by the Owner. EOM shall be responsible for interior housekeeping, janitorial maintenance and supplies.

2.6.40 Facility improvements: EOM will not make any physical improvements or changes to the facility without written authorization from the County Administrator and/or the Finance Director.

2.6.41 Facility Inspection: EOM will complete a daily (written) safety check of the entire Owner facility.

2.6.42 Janitorial & Facility Maintenance: EOM will maintain cleanliness of all areas of the facility, including the office, restrooms, shop areas, storage areas, and parking lot. Cleaning shall be performed prior to normal operational hours.

2.6.43 Hours of Operation: EOM will provide for the operation of the facility during the following hours: Monday through Friday, 8:00 A.M. to 5:00 P.M.

2.6.44 Holidays: EOM's holiday schedule will mirror the county's holiday schedule:
New Year's Day
Martin Luther King Jr. Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

2.6.45 Risk Management: EOM will develop and implement a risk management system.

2.6.46 Preparation of Specifications: EOM will assist the Owner in the development of bid specifications for Owner's vehicles, equipment, parts and other services associated with the daily operation of the facility and will comply with all Purchasing Policies and Procedures. Preparation of all specifications will be included as part of contract services.

2.6.47 Assistance with Auctions: EOM will assist the Owner and/or Owner Contractor, twice a year, in the disposal of surplus vehicles, tools, and equipment or other such items approved by the Commissioners to dispose of through public auction or sealed bid. All labor and costs associated with the preparation of all surplus vehicles, tools, and equipment or assistance will be included as contract services. Auction preparation services will include, but is not limited to: removal of tags, decals, and special equipment and minor repairs to insure vehicles and equipment are in running condition for the auction. All vehicles, except for those sold for salvage, shall be washed and the interiors shall be cleaned. Paperwork associated with the decommissioning and disposal of each unit shall include: Removal of tags and registration; Decommissioning work order; Written notice to Purchasing regarding disposal of the vehicle, and Removal of fuel access device (i.e. card/Key).

2.6.48 Directed Work: The County Administrator and/or the Finance Director may direct EOM to perform additional tasks under this Contract. EOM will perform such assignments in accordance with an agreed to schedule and level of effort. Cost of such assignments shall not be included in the contract lump cost sum and shall be invoiced to the Owner on an agreed upon time and material basis. The time charged for such work shall not exceed that published in Motors Flat Rate Table, latest edition, when applicable.

2.7 SCOPE CHANGES

2.7.1 A Change in the Scope of Services shall occur when and as EOM's costs of providing services under this Agreement change as a result of:

2.7.1.1 Any change in Owner's expectations in services that are outside the Scope of Work contained within this Agreement.

2.7.1.2 Owner's request of EOM, and EOM's consent to provide additional services. Owner and EOM shall negotiate an increase in EOM's Base Fee for these Changes in Scope.

2.7.1.3 At any time, Owner may request EOM to provide support services for Owner's capital projects and "out of scope" repairs. In this case, EOM shall propose a Scope of Services, schedule, and proposed price. EOM shall not proceed with any such capital project, repairs, and/or general maintenance services without express written authorization of the Owner.

2.7.1.4 Any change in Project operations, personnel qualifications, required certifications, staffing or other cost which is a result of a *Force Majeure* event or Unforeseen Emergency Circumstances. Such Changes in Scope will be agreed upon by EOM and Owner and will be invoiced to Owner in an amount equal to EOM's cost plus fifteen percent (15%). All other scope changes deemed non-emergent will be invoiced to Owner in an amount equal to EOM's cost plus eight percent (8%) and shall be due and payable by Owner commencing the month following the month in which the Change in Scope occurs.

3 OWNER'S RESPONSIBILITIES

3.1 Owner shall provide EOM with all access to Owner's facilities relating to the project and Scope of Services contained within this agreement.

3.2 Owner shall maintain and renew, with respect to all existing portions of the System, warranties, guarantees, easements, permits, authorizations, and licenses that have been granted to the Owner, to the extent thereof is not a responsibility of EOM hereunder.

3.3 The Owner agrees to not offer employment or other compensation to EOM personnel who directly worked for EOM prior to the this contract for a period of two (2) years after the end date of this Agreement or said employee's reassignment from this project. Should this contract terminate the Owner may offer employment to anyone not considered salaried management or anyone not employed by EOM prior to this contract that has been assigned to the Project.

3.4 Owner will provide to EOM all data in Owner's possession relating to the Project. EOM will reasonably rely upon the accuracy and completeness of the information provided by the Owner, but through the course of the project develops its own information to insure accuracy and completeness of information it is relying upon.

3.5 Owner shall continue to pay all operating costs and capital expenditures associated with the project. Any loss, damage or injury resulting from the Owner's failure to provide capital improvements and/or funds when reasonably requested by EOM shall be the sole

responsibility of Owner. A list of capital improvements and or funds requested shall be placed in monthly status report provided by EOM

4 COMPENSATION AND PAYMENT

4.1 COMPENSATION

4.1.1 Owner shall pay to EOM as compensation for services performed under this Agreement a Base Fee of $1,684,000 for the first year of this Agreement. Subsequent years' Base Fee shall be determined as hereinafter specified. Upon each contract year renegotiation, EOM shall continue to invoice Owner at the previous amount until the new contract year price is agreed upon. Upon written agreement between the parties as to the new contract year base fee, EOM shall issue and invoice retroactively adjusting the previous Base Fee amount. Base fee does not include any parts, supplies, testing fees, subcontractor costs, etc. incurred by any department. Invoice will be submitted to the owner timely. Invoices from EOM to the Owner for purchases should be submitted within 30 days. The base fee will include a minimum 17 employees at an average of 40 hours per week to be used by all of the service departments. EOM shall include a listing of staffing and positions it is staging for each department included in the scope of this Agreement in the monthly report.

Public Works	Dept 25	$923,500
Water & Sewer	Dept 105	$308,100
Waste Water Treatment	Dept 61	$165,900
Vehicle Maintenance		$286,500
On-call Inspection Services		$65.00 per hour

4.1.2 Changes in the Base Fee shall be negotiated annually, four (4) months prior to the expiration of the current term. Base Fee adjustments shall be negotiated using Labor and Benefits, and Other Direct Costs as the basis of adjustment for Base Fee. Owner and EOM agree that good-faith negotiations resulting in mutual Agreement is the preferred methodology to be used to determine changes in Base Fee. In the event that Owner and EOM fail to agree, the Base Fee may be determined by the application of the Base Fee adjustment formula shown below.

BASE FEE ADJUSTMENT FORMULA ABF = BF x AF

Where:

ABF = BF x AF

Where:

ABF = Adjusted Base Fee
BF = Base Fee specified in Section 4.1.1
AF = Adjustment Factor as determined by the formula:

AB [((ECI).50) + ((CPI).50)] + 1.02

ECI = The twelve-month percent change (from the second quarter of the prior year to the second quarter of the current year) in the Employment Cost Index for Total Compensation for Civilian Workers, Not Seasonally Adjusted, as published by U.S. Department of Labor, Bureau of Labor Statistics, in the Detailed Report Series ID: CIU101000000000(a)

4.1.3 The total amount for Public Works Operational and Emulsion Costs shall not exceed the Public Works Operational and Emulsion Costs limit of $70,000 during the first year of this Agreement. EOM will provide an accounting of the amount spent and amount remaining for each department included in the scope of this Agreement in the monthly report. EOM will notify the Owner if they believe the Public Works Operational and Emulsion Costs will exceed the Annual Public Works Operational and Emulsion Costs limit. EOM shall provide Owner with a detailed monthly invoice of Public Works Operational and Emulsion Costs and on a monthly basis Owner shall pay EOM for all Public Works Operational and Emulsion Costs

4.1.4 The Public Works Operational and Emulsion Costs limit shall be negotiated each year, four (4) months prior to the expiration of the current term. Should Owner and EOM fail to agree, the Public Works Operational and Emulsion Costs limit will be determined by the prior year's actual direct Public Works Operational and Emulsion Costs plus application of the Consumer Price Index (CPI) component of the base fee adjustment formula shown in Section 4.1.2.

4.1.5 The total amount EOM shall be required to pay directly for Chemicals Costs shall not exceed the annual budgeted Chemicals limit of $ 90,000.00 per year during the first year of this Agreement. EOM will provide an accounting of the amount spent and amount remaining for Chemicals in the monthly report. EOM will notify the Owner if they believe the Chemicals Costs will exceed the Annual Chemicals limit. EOM shall provide Owner with a detailed monthly invoice of Chemicals Costs and on a monthly basis Owner shall pay EOM for all Chemicals.

4.1.6 The Chemicals limit shall be negotiated each year, four (4) months prior to the expiration of the current term. Should Owner and EOM fail to agree, the Chemicals limit will be determined by the prior year's actual direct Chemicals Cost plus application of the Consumer Price Index (CPI) component of the base fee adjustment formula shown in Section 4.1.2.

4.1.7 The total amount for Vehicle Maintenance Preventative Maintenance and Labor Repairs Costs shall not exceed the annual Management and labor compensation fee of $286,500. The Parts & subcontracted repair cost is budgeted at ~~$161,022~~ $250,000 during this Agreement. EOM will provide an accounting of the amount spent and amount remaining for Parts Inventory in the monthly report. EOM will notify the Owner if they believe the Parts Inventory will exceed the Annual Parts Inventory limit. EOM shall provide Owner with a detailed monthly invoice of Parts Inventory Costs and on a monthly basis Owner shall pay EOM for all Parts Inventory.

4.1.8 The Vehicle Maintenance Preventative Maintenance and Labor Repairs Costs limit shall be negotiated each year, four (4) months prior to the expiration of the current term. Should Owner and EOM fail to agree, the Vehicle Maintenance Preventative Maintenance and Labor Repairs Costs budget limit will be determined by the prior year's actual direct Parts Inventory Cost plus application of the Consumer Price Index (CPI) component of the base fee adjustment formula shown in Section 4.1.2

4.1.9 Requests by Owner that are incidental to the Scope of Services shall be invoiced to Owner based upon a written quote and agreement between Owner and EOM at a negotiated cost of incidental services prior to the work being done.

4.1.10 In the event that a Change in Scope of services provided by EOM occurs, the Owner and EOM will negotiate a commensurate adjustment in Base Fee.

4.1.11 The services provided under this Agreement are based on reasonably expected overtime for normal services required after hours. Normal hours are considered 8:00 am to 5:00 pm 5 days per week. Any additional expenses including straight or overtime wages caused by *Force Majeure* event(s) or Unforeseen Circumstances will be billed to Owner for reimbursement.

4.2 PAYMENT OF COMPENSATION

4.2.1 EOM will bill the Owner for its base fee, and any expenditure paid for by EOM directly along with any out of scope item by the 10th of each month.

4.2.2 EOM's invoices are payable within fifteen (15) days of receipt by the Owner, unless the billing is for purchases or work over 30 days old, in which case the invoices will be payable within thirty (30) days.

4.2.3 Owner shall pay interest at an annual rate equal to five percent (5), said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days on billing provided timely by EOM, or thirty (30) calendar days if the billing is for purchases or work over thirty (30) days old, such interest being calculated from the due date of payment. EOM must keep its vendors paid timely. If vendors with whom EOM conducts business with on behalf of the Owner are not paid the Owner may deduct the amounts from EOM bills to insure that any parts, supplies, testing fees or sub-contractor bills are paid.

4.2.4 Advance payments prior to any work shall not be granted unless specified in writing.

4.2.5 Progress payments or draw shall not be granted unless specified in writing.

4.2.6 Notwithstanding any other payment provisions of this contract, failure of EOM to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of EOM. The County will immediately notify EOM of its intention to withhold payment of any invoice or voucher submitted.

5 TERM

5.1 Subject to Owner's annual fiscal year budget appropriation approval process, the initial term of this Agreement shall be for twelve (12) months commencing July 1 2017 and shall terminate absolutely and without further obligation on the part of Effingham County on June 30, 2018. Thereafter, subject to Owner's annual fiscal year budget approval process, the Owner may renew the Agreement for an additional two (2) years. Any subsequent Agreement shall be subject to approval of both parties.

5.2 This agreement may terminate with the negotiation, between Owner and EOM, on operational changes in Scope of Services. At this time another Contract Agreement of Services will be negotiated and entered into with Owner and EOM based on Good Faith negotiations.

6 TERMINATION

6.1 Termination for Cause

6.1.1 Either party may terminate this Agreement for material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party a reasonable time to correct the breach. Excepting breaches by Owner for non-payment of EOM's invoices, neither party shall terminate this Agreement without giving the other party thirty (60) day's written notice of intent to terminate.

6.2 Termination for Convenience

6.2.1 Owner may terminate for convenience, without cause, upon sixty (60) days written notice to EOM. In such case, EOM shall be paid for work performed prior to the effective date of termination. EOM shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

7 INSURANCE

7.1 EOM shall provide the following insurances throughout the term of the Agreement, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:

General Information that shall appear on a Certificate of Insurance:

a. Name of Producer (contractor's insurance Broker/Agent).
b. Companies affording coverage (there may be several).
c. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
d. A Summary of all current insurance for the insured (includes effective dates of coverage).
e. A brief description of the operations to be performed, the specific job to be performed, or contract number.
f. Certificate Holder **(This is to always include Effingham County).**

7.2 **INSURANCE PROVISIONS:** EOM shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contract amount. **Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is to be included as an additional insured on insurance contracts.**

7.3 **LIMITS OF INSURANCE:**

Effective coverage shall have the following limits:

a. **Commercial General Liability:** Coverage will be provided with limits of One Million Dollars ($1,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of EOM or any of its employees or subcontractors.
b. **Worker's Compensation and Employer's Liability:** Statutory Worker's Compensation and Employer's Liability Insurance, as required by the State in which the project is performed.
c. **Comprehensive Automobile and Vehicle Liability Insurance:** Coverage of One Million Dollars ($1,000,000) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of EOM-owned or – leased motor vehicles, including onsite and offsite operations.

7.4 **SPECIAL REQUIREMENTS:**

a. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
b. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
c. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage provided in relation to this invitation.
d. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
e. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The Vendor must ensure Certificates of Insurance are updated for the entire term of the Contract.
f. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
g. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
h. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim

administration and defense expenses

7.5 **INDEMNIFICATION:**

EOM agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the EOM or its subcontractors. EOM's obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. EOM further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of EOM or his subcontractors or anyone directly or indirectly employed by any of them. EOM's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the EOM.

7.6 Owner and EOM will provide for a waiver of subrogation against the other as to all insurances required to be carried hereunder, and each party waives any claim against the other arising in contract or in tort which are covered by their respective insurance hereunder.

8 LABOR DISPUTES

8.1 In the event activities by Owner's employee groups or unions causes disruption in EOM's ability to perform services, provided under this Agreement, Owner, with EOM's assistance, or EOM, at its own option, may seek appropriate injunctive court orders during any such disruption. EOM shall offer services on a best efforts basis until any such disruptions cease, but EOM cannot assure compliance with all contract conditions during such disruptions.

9 FORCE MAJEURE

9.1 Neither party shall be liable for damages, delays or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult or abnormally costly, which is beyond the responsible control of the party relying thereon or as a result of any unforeseen occurrence, including but not limited to, (i) fire, flood, strike, acts of God, acts of public enemy, war blockage, sabotage, insurrection, riot or civil disturbance or a pandemic event (ii) change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial federal or other government body; (iii) labor disputes, strikes, work showdowns or work stoppages, but excluding labor disputes, strikes, work showdowns or stoppages by employees or EOM; (iv) the presence of Biologically Toxic Substances in the influent or the presence of hazardous wastes, materials or liquids in the influent or raw water supply which detrimentally affect the machinery, infrastructure or processes at the Project; and (v) loss or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project. The party invoking *Force Majeure* clause

shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of *Force Majeure*.

10 ACCESS TO FACILITES AND PROPERTY

10.1 Owner will make its facilities accessible to EOM as required for EOM's performance of its services, and will secure access to any other Owner property as necessary for performance of EOM's services.

11 CHANGES

11.1 Owner and EOM may mutually make changes regarding the general scope of services of this Agreement. The contract price and schedule will be equitably adjusted pursuant to a written Change Order, Modification or Amendment to this Agreement, all of which must be executed by both parties.

12 NO THIRD-PARTY BENEFICIARIES

12.1 This Agreement gives no rights or benefits to anyone other than Owner and EOM and has no third-party beneficiaries.

13 JURISDICTION

13.1 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia.

14 SEVERABILITY

14.1 If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

15 ENTIRE AGREEMENT

15.1 Should any provisions of this contract or the execution thereof be declared or determined to be unlawful under any statute, ordinance, law, ruling or regulation, then, in such an event, the parties hereto agree that either of them may cancel this contract in its entirety, regardless of the remaining term or terms, and incur no penalty or liquidated damages whatsoever, or, in the alternative, may mutually agree to a modification of this contract as to make the same fully comply with all applicable laws.

15.2 This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendices. The parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the parties.

EOM Operations Contract 2017 - 2018

Both parties indicate their approval of this Agreement by their signatures below.

EOM OPERATIONS, A DIVISION OF EOM PUBLIC WORKS LLC

Authorized Signature

Name: Melissa Hurd

Title: CFO/ Member

Date: 6/20/17

THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY

Authorized Signature

Name: Wesley M. Corbitt

Title: Chairman

Date: 06/20/2017

ATTACHMENT A

DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code to Georgia Annotated, related to the Drug Free Workplace have been complied with full.

1. A drug-free workplace will be provided for the employees during the performance of the contract; and;

2. Each Sub-Contractor under the direction of the Contractor shall secure the following written certification:

(Contractor) certifies to Effingham County that a drug-free workplace will be provided for the employees during the performance of this contract pursuant to paragraph (7) of subsection (B) of Code Section 50-24-3. Also, the undersigned further certifies that he/she 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.

CONTRACTOR — DATE: 6.20.17

NOTARY — DATE: 6/20/17



ATTACHMENT B

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned certifies, by execution of this contract, that neither EOM nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency, State of Georgia, Board of Education or local municipality. EOM agrees that by executing this contract they will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where EOM or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification – the above information is true and complete to the best of my knowledge and belief.

Melissa Hurd

(Printed or Typed Name of Signatory)

(Signature)

6.20.17

(Date)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

ATTACHMENT C
STATE OF GEORGIA - EFFINGHAM COUNTY

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contactor verifies its compliance with O.C.GA § 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with Effingham County has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and shall agree to use this program for any newly hired employees throughout the duration of the contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Effingham County, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. § 13-10-91on the subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. The contractor further agrees to provide notice to the County of the identity of each subcontractor hired under the contract within five (5) business days of entering into a contract for hire. Such notice shall include a copy of the Subcontractor Affidavit for each subsequent subcontractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Effingham County within five (5) days of the time the subcontractor(s) is retained to perform such service.

759319
EEV/ Basic Pilot Program* User Identification Number

2/28/14
Date Authorized to use E-Verify

[signature]
BY: Authorized Officer or Agent

6.20.17
Date

(Contractor Name)

president
Title of Authorized Officer or Agent of Contractor

Melissa L Hurd
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

20th DAY OF June 20 17

[signature]
Notary Public

My Commission Expires: 20 19

Kristen Hudspeth Achtziger
NOTARY PUBLIC
My Commission Expires January 23, 2019
Effingham County, Georgia

* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT D

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 1)

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any indictments or convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affects the responsibility of the contractor.

3. List any convictions or civil judgments under states or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly failing (without good cause) failing to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any governmental agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of materials and workmanship.

8. List any documented violations of federal or any state labor laws, regulations, or standards, and any occupational safety and health rules.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

EOM Operations Contract 2017 - 2018

DISCLOSURE OF RESPONSIBILITY STATEMENT (page 2)

I, as Melissa Hurd, president
Name of individual Title & Authority

of EOM Operations, a Division of EOM Public Works LLC, declare under oath that the above statements,
Company Name

including any supplemental responses attached hereto, are true.

Signature

State of: Georgia

County of: Bryan

Subscribed and sworn to before me on this 20th day of June 2017

by Melissa Hud representing him/herself to be

President of the company named.

Notary Public

My Commission expires:

January 13th 2019

Kristen Hudspeth Achziger
My Commission Expires
NOTARY PUBLIC
January 13, 2019
Effingham County, Georgia

Resident State: Georgia

ATTACHMENT E

PROMISE OF NON-DISCRIMATION STATEMENT

Know all men by this presence, that I (We) EOM Operations, a division of EOM Public Works LLC

Name Melissa Hurd, (herein after "Company"), Title president

In consideration of the privilege to **conduct work per this contract,** hereby consent, covenant, and agree as follows:

A. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with the performance of this contract;

B. That it is and shall be the policy of EOM to provide equal opportunity to all business persons seeking to contract or otherwise interested with the Company, including those companies owned and controlled by racial minorities and women; and

C. That the promises of non-discrimination as made and set forth herein shall be continuing throughout the duration of this contract with Effingham County.

D. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made part of and incorporated by reference in this contract;

E. That the failure of EOM to satisfactorily discharge any of the promises of non-discrimination as made and set forth above may constitute a material breach of contract entitling the County to declare the contract in default and to exercise appropriate remedies including but not limited to termination of the contract.

SIGNATURE

6.20.17
DATE:

AMENDMENT No. 2 to the AGREEMENT

For

PUBLIC WORKS OPERATIONS MANAGEMENT SERVICES

This Amendment No. 2 (hereinafter referred to as "Amendment") is made by and between **The Board of Commissioners of Effingham County** (hereinafter referred to as "County") and **EOM Operations, a division of EOM Public Works, LLC** (hereinafter referred to as "EOM").

WHEREAS, the County and EOM entered into the Agreement for Public Works Operations Management Services dated June 20th, 2017 for Operational and Management Services defined to include the County's department of Public Works, Fleet Maintenance, Water Distribution and Wastewater Collections and Treatment (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises in the Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. This Amendment renews the Agreement for Public Works Operations Management Services. The renewal term begins on September 1, 2019 and terminates on June 30, 2020 subject to the renewal provision in Paragraph 1 of Amendment No. 1 to Agreement for Public Works Operations Management Services.

2. This Amendment increases the Base Fee in the Agreement for the Public Works Operations Management Services. The increase will not take effect until the September, 2019 monthly payment.

The monthly payment schedule is as follows:

July 2019: $177,000.00
August 2019: $177,000.00
September 2019 – June 2020: $181,500.00

3. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall control.

4. This Amendment shall be effective and binding on the date that the last authorized signature is affixed below.

Both parties indicate their approval of this Amendment by their signatures below.

EOM OPERATIONS, A Division of
EOM Public Works, LLC

Authorized Signature _____

Name Melissa Hurd

Title President

Date 9/9/19

Board of Commissioners of Effingham County

Authorized Signature _____

Name Wesley M. Corbett

Title Chairman

Date 08/20/2019

Staff Report

Subject: NPDES MS4 Phase II permit compliance FY 2023
Author: Eric W Larson, Assistant County Manager
Department: Public Works
Meeting Date: June 21, 2022
Item Description: Consideration to approve Task Order 6 for EOM Operations to perform MS4 related tasks to assure compliance with the County's municipal separate storm sewer system (MS4) permit.

Summary Recommendation: Approval of Task Order 6 with EOM Operations to perform MS4 related tasks per the approved Stormwater permit. For FY 2023, the scope of services is defined to assure all permit tasks are performed for compliance.

Executive Summary/Background:

- The County became a MS4 community in 2014. Since 2019, EOM Operations has performed MS4 permit related tasks, including public education / involvement, training, MS4 system inspections, IDDE screening and enforcement, and annual reporting.
- A stand-alone agreement was executed on April 4, 2019 and expanded on October 21, 2019 for FY 19-20.
- A stand-alone agreement was executed on September 15, 2020 for FY 20-21.
- Services were continued via a separate Master Services Agreement dated September 15, 2020 via Task Order 3 on October 19, 2021 for FY 21-22.
- For FY 2022-2023, County staff is recommending that MS4 permit task activities, as defined by the attached proposal, be perform via contract with EOM Operations. By consolidating tasks under one agreement, this assures timely and full compliance with the MS4 permit in the most cost effective manner.
- Task Order 6 is $21,300.00. Funding is approved in the FY 2023 budget.

Alternatives for Commission to Consider

1. Approve Task Order 6 for MS4 services for FY 2023 for EOM Operations.
2. Reject Task Order 6. Request that EOM Operations submit a revised agreement.
3. Reject the Task Order 6. The County staff will be required to perform these tasks in-house. Significant investment in staffing would be immediately required.
4. Reject the Task Order 6. Direct staff to advertise for a contractor to perform some or all of the Engineering related tasks.

Recommended Alternative:
Board approval for Alternate 1, approve the FY 2023 Task Order 6 extension with EOM Operations.
Other Alternatives:
Alternate 2, Alternate 3, Alternate 4, Table, or take no action.

Department Review: Public Works
Funding Source: WWTP Budget

Attachments:

1. EOM Agreement dated April 4, 2019
2. EOM proposal dated October 21, 2019
3. EOM MS4 proposal September 15, 2020
4. EOM Operations Master Services Agreement dated September 15, 2020.
5. EOM Operations Task Order #3 dated October 19, 2021.
6. FY 2023 Task Order 6 proposal

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February 10, 2021

The Board of Commissioners of Effingham County
ATTN: Eric Larson
601 N Laurel Street
Springfield, GA 31329

Re: Effingham NPDES Phase II 2021 Municipal Separate Storm Sewer System (MS4) Permit Compliance

Dear Mr. Larson,

EOM Operations, a full scale public works operations, engineering, and utilities construction firm is pleased to provide civil engineering consulting services as described below. The services described herein shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Owner and Consultant on 15th day of September, 2020.

SCOPE SERVICES

Task 1.0 – Planning Meetings
EOM staff will meet with County staff to discuss project tasks and ensure all are properly planned. During this meeting EOM will provide the County an activity summary which will outline all tasks that will need to be completed prior to the December 31st, 2021 deadline. The activity summary is a summary of the best management practices (BMPs) in the County's Stormwater Management Program (SWMP). In addition, a meeting will be scheduled prior to the end of the permit year to discuss the SWMP and ensure that all tasks are complete or scheduled for completion.

Task 2.0 – MCM A, BMP 1 – Stormwater Presentations
EOM will prepare and present 3 education opportunities utilizing lesson plans, books, etc.

Task 3.0 – MCM A, BMP 2 – Education through Media Outlets
EOM will prepare and distribute 4 general awareness information topics to multiple media outlets.

Task 4.0 – MCM A, BMP 3 – Education through Website
EOM will make recommendations to IT for updates to the website to improve education content and ease of use.

Task 5.0 – MCM A, BMP 4 – Educational Brochures
EOM will create educational brochures for distribution at the County administrative offices. Cost of printing will be billed to the County without markup.

Task 6.0 – MCM B, BMP 1 – Rivers Alive Clean-Up
EOM will coordinate, advertise and oversee a stream clean up event.

480 Edsel Drive, Ste 100
Richmond Hill, GA 31324
www.eomworx.com
Ph: 912.445.0050
F: 912.756.5882

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Task 7.0 – MCM B, BMP 2 – Community Outreach Clean-Up
EOM will coordinate, advertise and oversee a litter clean up event.

Task 8.0 – MCM B, BMP 3 – Local Stormwater Advisory Committee
EOM will facilitate one annual meeting of a committee of the development community for the purposes of receiving input on the SWMP. During 2021, EOM will assist staff in creating the list of invitees to the panel and soliciting their participation. EOM will prepare the agenda and minutes for the meeting and distribute them to the panel.

Task 9.0 – MCM C, BMP 3 – Illicit Discharge Detection & Elimination (IDDE) Inspections
In accordance with the County's approved SWMP, The County is required to complete dry weather screening on 100% of the total number of outfalls within the 5-year permit term that are located within the County limits that outfall to Waters of the State annually.

Dry weather screening will be performed according to the County's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall visited and inspected. The checklists will be delivered in a format that can be easily inserted into the County's NPDES Phase II 2021 Annual Report.

If a dry weather discharge is present, a visual observation of the flows odor, color, turbidity, and floatables will be noted. Also, a sample will be collected and tested per the County's approved IDDE Guidance Manual for temperature, pH level, chlorine, surfactants, and specific conductivity utilizing an in-situ water quality meter. Finally, a sample will be collected and analyzed for surfactants by a laboratory. If the in-situ measurement or visual observations indicated potential sewage, a fecal coliform grab sample will be collected and analyzed by a laboratory.

Task 9.1 – IDDE Source Tracing
Source tracing activities will need to be completed if the dry weather screening data indicates that there is a potential water quality impairment present. The County will be notified immediately if the in-situ parameters or laboratory results indicate that there is a potential illicit discharge prior to beginning any source tracing activities. EOM will not initiate source tracing activities without prior authorization of the County.

Source tracing will involve following the MS4 system "upstream" in an attempt to identify the source of the non-stormwater discharge. Please note that the NPDES Phase II permit requires that the County to source trace 100% of the identified illicit discharges and notify the illicit discharger to cease the activity, if the source tracing clearly documents the source. In the event that the source cannot be definitively identified, the County is only required to document the activities undertaken and the findings. All the source tracing work should be performed according to the EPD approved Source Tracing Procedures included in the County's SWMP.

Source tracing is considered out of scope. In the event that EOM performs a source tracing work effort, the estimated cost for EOM to conduct the work will be based on a "per source tracing exercise." If the illicit discharge source cannot be clearly identified within a three hour time frame, the work will be documented and provided to the County for approval of further investigation.

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Task 10.0 – MCM C, BMP 4 – Illicit Discharge Education
EOM will assure on of the topics in Task 2.0 above is related to IDDE.

Task 11.0 – MCM D, BMP 3 & 4 – Erosion and Sediment Inspections and Enforcement
At the request of the County, EOM can conduct E&S inspections and conduct enforcement, in conjunction with the Code Enforcement department, at hourly rates upon written authorization from the County.

Task 12.0 – MCM F, BMP 2 – MS4 Inspections
In accordance with the County's approved SWMP, the County shall inspect 100% of the MS4 structures in urbanized areas within the 5 year permit term. EOM will complete a visual inspection and record the data. The inspection records will be summarized in an excel spreadsheet and submitted with the Annual Report.

Task 13.0 – MCM F, BMP 5 – Employee Training on Facility Pollution Prevention
EOM will utilize existing training materials and conduct an employee training session for County employees involved in facility management, construction, or operations.

Task 14.0 – 2021 Annual Report Production for Delivery to EPD
After the December 31st, 2021 deadline, EOM will contact County staff to collect information on programs implemented during the 2021 reporting period. This documentation will be used to develop the County's Annual Report for submittal to EPD by February 15th, 2022. Prior to submittal, an electronic copy of the Annual Report will be provided to the County for review and comment. Once the County finds the report acceptable, EOM will submit the Annual Report to EPD.

Task 14.1 – Address EPD Comments
If EPD has comments on the Annual Report, EOM will address the comments on an hourly basis.

Task 15.0 – Additional MS4 Needs
At this time, the County's MS4 boundary is limited and fully developed. As such, some of the services in MCM E and F have not been needed. In the event this changes, EOM can provide additional services at an hourly rate upon written authorization from the County.

Schedule
All compliance activities are scheduled to be completed by December 31st, 2021. The Annual Report will be completed and ready to submit by February 15th, 2022.

COMPENSATION

Tasks	Cost
Task 1.0 – Planning Meetings	$600
Task 2.0 – Stormwater Presentations	$3,150
Task 3.0 – Education Through Media Outlets	$980
Task 4.0 – Education Through Website	$680
Task 5.0 – Educational Brochures	$1,300
Task 6.0 – Rivers Alive Clean-Up	$980

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Task 7.0 – Community Outreach Clean-Up	$2,210
Task 8.0 – Local Stormwater Advisory Committee	$2,000
Task 9.0 – IDDE Inspections	$1,250
Task 9.1 – IDDE Source Tracing	Hourly if required
Task 10.0 – IDDE Education	Inc. in Task 3
Task 11.0 – E&S Inspections & Enforcement	Hourly if required
Task 12.0 – MS4 Inspections	$2,900
Task 13.0 – Employee Training	$550
Task 14.0 – 2021 Annual Report Production	$4,700
Task 14.1 Address EPD Comments	Hourly if required
Task 15.0 – Additional MS4 Services	Hourly if required
Total	**$21,300**

- Additional efforts, including fees and services outside the Scope of Work detailed herein, will be coordinated directly with the Client prior to proceeding. Additional fees will be billed at the hourly rates listed on Task Order 1 executed September 15th, 2020.

Signatures below indicate the acceptance of the proposed Task Order items listed above.

The Board of Commissioners of Effingham County

By: Wesley M. Corbitt

Name: Wesley M. Corbitt

Title: Chairman

Date: 10/19/2021

EOM Operations

By: [signature]

Name: Melissa Hurd

Title: president

Date: 10.19.21

TASK ORDER NO. Task Order 3

COMMENCEMENT DATE July 1 2021

COMPLETION DATE June 30 2022

480 Edsel Drive, Ste 100
Richmond Hill, GA 31324

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Ph: 912.445.0050
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March 4, 2019

Billy Beckett
Interim County Administrator
Effingham County
601 N. Laurel Street
Springfield, GA 31329

Re: Effingham County NPDES Phase II Permit Compliance 2019

Dear Mr. Beckett,

EOM Operations (EOM) appreciates the opportunity to present this proposal for services related to the completion and submittal of the County's 2019 National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) Permit Annual Report.

Attached to this letter you will find the proposed scope, schedule and budget for this project as Attachment A. Additionally, attached to this letter you will find a copy of the unit rates as Attachment B should additional work be requested. If this proposal is acceptable, please sign below and return it to me at your convenience

Sincerely,

Michael Coon
Regional Director
EOM Operations

Approval: _____

Date: 4/4/2019

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Richmond Hill. GA 31324

www.eomworx.com

Ph: 912.445.0050
F: 912.756.5882

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Attachment A

PROPOSED SCOPE OF SERVICES/FEES

Task 1.0 - Planning Meetings
EOM staff will meet with County staff during the first quarter of the reporting period to discuss project tasks and ensure all are properly planned. During this meeting EOM will provide the County an activity summary which will outline all tasks that will need to be completed prior to the December 31, 2019 deadline. The activity summary is a summary of the best management practices (BMPs) in the County's Stormwater Management Program (SWMP). In addition, a meeting will be scheduled prior to the end of the permit year to discuss the SWMP and ensure that all tasks are complete or scheduled for completion.

Task 2.0 & 2.1 - 2018-2019 Annual Report Production for Delivery to EPD
After the December 31, 2019 deadline, EOM will contact County staff to collect information on programs implemented during the 2019 reporting period. This documentation will be used to develop the County's Annual Report for submittal to EPD by February 15, 2020. Prior to submittal, an electronic copy of the Annual Report will be provided to the County for review and comment. Once the County finds the report acceptable, EOM will submit the Annual Report to EPD. *If EPD has comments on the Annual Report, EOM will address the comments on an hourly basis, in accordance with rate schedule in Attachment B.*

Task 3.0 & 3.1 - Illicit Discharge Detection & Elimination (IDDE) Inspections
In accordance with the County's approved SWMP, the County is required to complete Dry Weather Screening on 20% of the total number of outfalls within the county limits that outfall to Waters of the State annually. The table below breaks down the number of outfalls that will need to be Dry Weather Screening in order for the City to remain in compliance for the 2019 reporting period:

Dry Weather Screening	
Total Number of Outfalls (per SWMP)	43
Number of Outfalls to be Screened (20% of total)	9

Dry weather screening will be performed according to the County's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall visited and inspected. The checklists will be delivered in a format that can be easily inserted into the County's NPDES Phase II 2019 Annual Report.

If a dry weather discharge is present, a visual observation of the flows odor, color, turbidity, and floatables will be noted. Also, a sample will be collected and tested per EPD requirements for temperature, pH level and specific conductivity utilizing an in-situ water quality meter. Finally, a sample will be collected and analyzed for fluoride and surfactants by a laboratory. If the in-situ measurement or visual observations indicated potential sewage, a fecal coliform grab sample will be collected and analyzed by a laboratory.

Source Tracing

Source tracing activities will need to be completed if the dry weather screening data indicates that there is a potential water quality impairment present. The County will be notified immediately if the in-situ parameters or laboratory results indicate that there is a potential illicit discharge prior to beginning any source tracing activities. EOM will not initiate source tracing activities without prior authorization of the County.

Source tracing will involve following the MS4 system "upstream" in an attempt to identify the source of the non-stormwater discharge. Please note that the NPDES Phase II permit requires that the County to source trace 100% of the identified illicit discharges and notify the illicit discharger to cease the activity, if the source tracing clearly documents the source. In the event that the source cannot be definitively identified, the County is only required to document the activities undertaken and the findings. All the source tracing work should be performed according the EPD approved Source Tracing Procedures included in the County's SWMP.

Source tracing is considered out-of-scope. In the event that EOM performs a source tracing work effort, the estimated cost for EOM to conduct the work will be based on a "per source tracing exercise". If the illicit discharge source cannot be clearly identified within a three hour time frame, the work will be documented and provided to the County for approval of further investigation.

Task 4.0- MS4 Inspections

In accordance with the County's approved SWMP, the County shall inspect the MS4 system in urbanized areas at the rate of 20% of the total structure inventory annually. EOM will complete a visual inspection and record the data. The inspection records will be summarized in an excel spreadsheet and submitted with the Annual Report.

SCHEDULE

All compliance activities are scheduled to be completed by December 31, 2019. The Annual Report will be completed and ready to submit by February 15, 2020.

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FEE ESTIMATE

EOM proposes to perform the scope of work detailed above for the fees outlined below:

Task 1.0 – Planning Meetings	$600 (Lump Sum)
Task 2.0 – 2018 Annual Report Production	$4,700 (Lump Sum)
Task 2.1 - Address EPD Comments	(Hourly if Required)
Task 3.0 – Dry Weather Screening	$1,000 (Lump Sum)
Task 3.1 - Source Tracing	(Hourly if Required)
Task 4.0 – MS4 Inspections	$2,900
	Total Contract Amount $9,200

480 Edsel Drive, Ste 100
Richmond Hill, GA 31324
www.eomworx.com
Ph: 912.445.0050
F: 912.756.5882

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Attachment B

ADDITIONAL SERVICES HOURLY RATES

Engineering Division Manager	**$140.00/Hr**
Professional Engineer	**$110.00/Hr**
Junior Engineer	**$90.00/Hr**
Sr. Project Manager	**120.00/Hr**
Project Manager	**100.00/Hr**
Field Technician	**65.00/Hr**
Administrative Assistance	**45.00/Hr**

Date: October 21, 2019
CC: Kristen Achtziger
Stanley Hurd

Tim Callanan, County Administrator
Effingham County, GA
601 N. Laurel St.
Springfield, GA 31329

Re: Effingham County NPDES Phase II Permit Compliance 2019 contract
Municipal Separate Stormsewer System (MS4) permit compliance
Additional scope of work for permit year 2019

Dear Tim,

EOM Operations (EOM) appreciates the opportunity to present this proposal for services related to the completion to certain MS4 program tasks required within the Stormwater Management Plan (SWMP) for the 2019 permit year.

Attached to this letter you will find the additional proposed scope for this project as Attachment A. Additionally, attached to this letter you will find a copy of the proposed fee and unit rates (as proposed in the original agreement) as Attachment B. If this proposal is acceptable, please sign below and return it to me at your convenience.

Please contact me if you have any questions at elarson@eomworx.com or 912-445-6034 or 912-445-0050.

Sincerely,

Eric W. Larson

Eric W. Larson, PE, CPSWQ, AICP, CFM
Regional Director

Approval: _____

Date: _____

Attachment A

PROPOSED SCOPE OF SERVICES

Task 5.0 – MCM A, BMP1 – Stormwater Presentations – EOM will prepare and present 3 educational opportunities utilizing lesson plans, books, etc.

Task 6.0 – MCM A, BMP 2 – Education through Media Outlets – EOM will prepare and distribute 4 general awareness informational topics to multiple media outlets.

Task 7.0 – MCM A, BMP 3 – Education through Website – EOM will make recommendations to IT for updates to the website to improve educational content and ease of use.

Task 8.0 – MCM A, BMP 4 – Educational Brochures – EOM will select an existing educational product from the County's archives, US EPA, or GA EPD have it distributed in multiple public locations. Cost of printing will be billed to the County without markup.

Task 9.0 – MCM B, BMP 1 – Rivers Alive Clean-Up – EOM will coordinate, advertise, and oversee a stream clean up event.

Task 10.0 – MCM B, BMP 2 – Community Outreach Clean-up – EOM will coordinate, advertise, and oversee a litter clean up event. (Note: The County staff tentatively plans on completing this task w/o EOM assistance.)

Task 11.0 – MBM B, BMP 3 - Public Input on SWMP and Annual Report – EOM will coordinate posting of the SWMP and Annual report draft on the website, advertise a solicitation for input from the public, handle any comments received via, phone, email, or mail, and provide a summary memo of the results for inclusion in the annual report.

Task 12.0 – MCM C, BMP 4 – Illicit Discharge Education – EOM will assure one of the topics in Task 6.0 above is related to IDDE.

Task 13.0 – MCM F, BMP 5 – Employee Training on facility pollution prevention – EOM will utilize existing training materials and conduct an employee training session for County employees involved in facility management, construction, or operations.

SCHEDULE

All compliance activities are scheduled to be completed by December 31, 2019.

Attachment B

FEE ESTIMATE

EOM proposes to perform the scope of work detailed above for the fees outlined below:

Tasks	Cost of Service	Cost to County
Task 5.0 – MCM A, BMP1	$3,150	$3,150
Task 6.0 – MCM A, BMP 2	$980	$980
Task 7.0 – MCM A, BMP 3	$680	$680
Task 8.0 – MCM A, BMP 4	$1,300	$1,300
Task 9.0 – MCM B, BMP 1	$2,210	$0 (1)
Task 10.0 – MCM B, BMP 2	$2,210	$0 (2)
Task 11.0 – MBM B, BMP 3	$870	$870
Task 12.0 – MCM C, BMP 4	Incl. in Task 6.0	Incl. in Task 6.0
Task 13.0 – MCM F, BMP 5	$550	$550
Total Additional Contract Amount	$11,950	**$7,530**

(1) EOM Operations will provide this service at no cost to the County as a Community Outreach public service.
(2) Cost to County will be zero should the Task be completed without services from EOM.

ADDITIONAL SERVICES HOURLY RATES

Position	**Rate**
Engineering Division Director	$140.00 / hr.
Professional Engineer	$110.00 / hr.
Junior Engineer	$90.00 / hr.
Sr. Project Manager	$120.00 / hr.
Project Manager	$100.00 / hr.
Field Technician	$65.00 / hr.
Administrative Assistance	$45.00 / hr.

Task Order 6

2022 Municipal Separate Storm Sewer System Compliance Services

EOM Operations, a full scale public works operations, engineering, and utilities construction firm is pleased to provide engineering consulting services as described below. The services described herein shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services (hereinafter referred to as "Agreement") executed by and between The Board of Commissioners of Effingham County (hereinafter referred to as "County") and EOM Operations, a division of EOM Public Works, LLC (hereinafter referred to as "EOM") on 15th day of September, 2020 and all subsequent amendments to the Agreement.

1. Scope of Services

1.1 Task 1.0 Planning Meetings

EOM will meet with County staff to discuss project tasks and ensure all are properly planned. During this meeting EOM will provide the County an activity summary which will outline all tasks that will need to be completed prior to the December 31st, 2022 deadline. The activity summary is a summary of the best management practices (BMPs) in the County's Stormwater Management Program (SWMP). EOM will meet with County staff prior to the end of the permit year to discuss the SWMP and ensure that all tasks are complete or scheduled for completion.

1.2 Task 2.0 – MCM A, BMP 1 – Stormwater Presentations

EOM will prepare and present 3 educational opportunities utilizing lesson plans, books, etc.

1.3 Task 3.0 – MCM A, BMP 2 – Education through Media Outlets

EOM will prepare and distribute 4 general awareness information topics to multiple media outlets.

1.4 Task 4.0 – MCM A, BMP 3 – Education through Website Scope Changes

EOM will make recommendations to IT for updates to the website to improve education content and ease of use.

1.5 Task 5.0 – MCM A, BMP 4 – Educational Brochures

EOM will create educational brochures for distribution at the County administrative offices. Cost of printing will be billed to the County without markup.

1.6 Task 6.0 – MCM B, BMP 1 – Rivers Alive Clean-Up

EOM will coordinate, advertise and oversee a stream clean up event.

1.7 Task 7.0 – MCM B, BMP 2 – Community Outreach Clean-Up

EOM will coordinate, advertise and oversee a litter clean up event.

1.8 Task 7.0 – MCM B, BMP 3 – Local Stormwater Advisory Committee

EOM will facilitate one annual meeting of a committee of the development community for the purposes of receiving input on the SWMP. EOM will assist staff in creating the list of invitees to the panel and soliciting their participation. EOM will prepare the agenda and minutes for the meeting and distribute them to the panel.

1.9 Task 9.0 – MCM C, BMP 3 – Illicit Discharge Detection Elimination (IDDE) Inspections

In accordance with the County's approved SWMP, The County is required to complete dry weather screening on 100% of the total number of outfalls within the 5-year permit term that are located within the County limits that outfall to Waters of the State annually.

Dry weather screening will be performed according to the County's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall visited and inspected. The checklists will be delivered in a format that can be easily inserted into the County's NPDES Phase II 2022 Annual Report.

If a dry weather discharge is present, a visual observation of the flows odor, color, turbidity, and floatables will be noted. Also, a sample will be collected and tested per the County's approved IDDE Guidance Manual for temperature, pH level, chlorine, surfactants, and specific conductivity utilizing an in-situ water quality meter. Finally, a sample will be collected and analyzed for surfactants by a laboratory. If the in-situ measurement or visual observations indicated potential sewage, a fecal coliform grab sample will be collected and analyzed by a laboratory.

1.10 Task 9.1 – IDDE Source Tracing

Source tracing activities will need to be completed if the dry weather screening data indicates that there is a potential water quality impairment present.

The County will be notified immediately if the in-situ parameters or laboratory results indicate that there is a potential illicit discharge prior to beginning any source tracing activities. EOM will not initiate source tracing activities without prior authorization of the County.

Source tracing will involve following the MS4 system "upstream" in an attempt to identify the source of the non-stormwater discharge. Please note that the NPDES Phase II permit requires that the County to source trace 100% of the identified illicit discharges and notify the illicit discharger to cease the activity, if the source tracing clearly documents the source. In the event that the source cannot be definitively identified, the County is only required to document the activities undertaken and the findings. All the source tracing work should be performed according to the EPD approved Source Tracing Procedures included in the County's SWMP.

Source tracing is considered out of scope. In the event that EOM performs a source tracing work effort, the estimated cost for EOM to conduct the work will be based on a "per source tracing exercise." If the illicit discharge source cannot be clearly identified within a three hour time frame, the work will be documented and provided to the County for approval of further investigation.

1.11 Task 10.0 – MCM C, BMP 4 – Illicit Discharge Education

EOM will assure on of the topics in Task 2.0 above is related to IDDE.

1.12 Task 11.0 – MCM D, BMP 3 & 4 – Erosion and Sediment Inspections and Enforcement

At the request of the County, EOM can conduct E&S inspections and conduct enforcement, in conjunction with the Code Enforcement department, at hourly rates upon written authorization from the County.

1.13 Task 12.0 – MCM F, BMP 2 – MS4 Inspections

In accordance with the County's approved SWMP, the County shall inspect 100% of the MS4 structures in urbanized areas within the 5 year permit term. EOM will complete a visual inspection and record the data. The inspection records will be summarized in an excel spreadsheet and submitted with the Annual Report.

1.14 Task 13.0 – MCM F, BMP 5 – Employee Training on Facility Pollution Prevention

EOM will utilize existing training materials and conduct an employee training session for County employees involved in facility management, construction, or operations.

1.15 Task 14.0 – Annual Report Production for Deliver to EPD

After the December 31st, 2022 deadline, EOM will contact County staff to collect information on programs implemented during the 2022 reporting period. This documentation will be used to develop the County's Annual Report for submittal to EPD by February 15th, 2023. Prior to submittal, an electronic copy of the Annual Report will be provided to the County for review and comment. Once the County finds the report acceptable, EOM will submit the Annual Report to EPD.

1.16 Task 15.0 – Address EPD Comments

If EPD has comments on the Annual Report, EOM will address the comments on an hourly basis.

1.17 Task 16.0 – Additional MS4 Needs

At this time, the County's MS4 boundary is limited and fully developed. As such, some of the services in MCM E and F have not been needed. In the event this changes, EOM can provide additional services at an hourly rate upon written authorization from the County.

1.18 Task 17.0 – Schedule

All compliance activities are scheduled to be completed by December 31st, 2022. The Annual Report will be completed and ready to submit by February 15th, 2023.

2. Compensation

2.1 Owner shall pay to EOM as compensation for services performed under this Task Order a Base Fee of Twenty-One Thousand Three Hundred Dollars ($21,300.00).

Tasks	**Cost**
Task 1.0 – Planning Meetings	$600
Task 2.0 – Stormwater Presentations	$3,150
Task 3.0 – Education Through Media Outlets	$980
Task 4.0 – Education Through Website	$680
Task 5.0 – Educational Brochures	$1,300
Task 6.0 – Rivers Alive Clean-Up	$980
Task 7.0 – Community Outreach Clean-Up	$2,210
Task 8.0 – Local Stormwater Advisory Committee	$2,000
Task 9.0 – IDDE Inspections	$1,250
Task 9.1 – IDDE Source Tracing	Hourly if required
Task 10.0 – IDDE Education	Inc. in Task 3
Task 11.0 – E&S Inspections & Enforcement	Hourly if required
Task 12.0 – MS4 Inspections	$2,900
Task 13.0 – Employee Training	$550
Task 14.0 – 2021 Annual Report Production	$4,700
Task 14.1 Address EPD Comments	Hourly if required
Task 15.0 – Additional MS4 Services	Hourly if required
Total	**$21,300**

2.2 Services will be billed on a monthly basis.

2.2 Additional efforts, including fees and services outside the Scope of Work detailed herein, will be coordinated directly with the Owner prior to proceeding. Additional fees will be billed at the hourly rates.

3. Authority

3.1 Both parties represent and warrant to the other party that the execution, delivery, and performance of this Task Order has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

Both parties indicate their approval of this Task Order by their signatures below.

EOM OPERATIONS,
a division of EOM PUBLIC WORKS, LLC

Authorized Signature:

Name: _____

Title: _____

Date: _____

Effingham County Board of Commissioners

Authorized Signature:

Name: _____

Title: _____

Date: _____

Staff Report

Subject: NPDES Phase II MS4 permit compliance
Author: Charlie George, County Engineer
Department: Engineering
Meeting Date: September 15, 2020
Item Description: Consideration to approve the proposal submitted from EOM associated with perform MS4 related tasks to assure compliance with the County's municipal separate storm sewer system (MS4) permit and submittal of the County's 2020 NPDES annual permit report.

Summary Recommendation: Approval of the proposal submitted by EOM totaling $21,300.

Executive Summary/Background:
Effingham County was designated as a Municipal Separate Storm Sewer System (MS4) in 2015 This proposal assists the County with completion of tasks associated with public education and outreach, training system inspections, illicit discharge screening and elimination, and other consulting services as needed

Alternatives for Commission to Consider

1. Approve the proposal submitted for a fee of $21,300.00
2. Do not approve the proposal as submitted

Recommended Alternative:
Approval of Alternate 1,

Other Alternatives:
Department Review: Engineering

Funding Source: General Fund.

Attachments:

1. EOM Operations proposal dated July 24, 2020.

Staff Report

Subject: NPDES Phase II MS4 permit compliance
Author: Charlie George, County Engineer
Department: Engineering
Meeting Date: September 15, 2020
Item Description: Consideration to approve the proposal submitted from EOM associated with perform MS4 related tasks to assure compliance with the County's municipal separate storm sewer system (MS4) permit and submittal of the County's 2020 NPDES annual permit report.

Summary Recommendation: Approval of the proposal submitted by EOM totaling $21,300.

Executive Summary/Background:
Effingham County was designated as a Municipal Separate Storm Sewer System (MS4) in 2015 This proposal assists the County with completion of tasks associated with public education and outreach, training system inspections, illicit discharge screening and elimination, and other consulting services as needed

Alternatives for Commission to Consider

1. Approve the proposal submitted for a fee of $21,300.00
2. Do not approve the proposal as submitted

Recommended Alternative:
Approval of Alternate 1,

Other Alternatives:
Department Review: Engineering

Funding Source: General Fund.

Attachments:

1. EOM Operations proposal dated July 24, 2020.

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July 24, 2020

Tim Callanan, County Manager
Effingham County, GA
601 N. Laurel St.
Springfield, GA 31329

Re: Effingham County NPDES Phase II 2020 Municipal Separate Storm Sewer System (MS4) Permit Compliance

Dear Mr. Callanan,

EOM Operations (EOM) appreciates the opportunity to present this proposal for services related to the completion and submittal of the County's 2020 National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Separate Storm Sewer System (MS4) Permit Annual Report.

Attached to this letter you will find the proposed scope for this project as Attachment A. If this proposal is acceptable, please sign below and return it to me at your convenience.

Please do not hesitate to contact me at the number listed below or via email at kachtziger@eommgmt.com should you have any questions.

Sincerely,

Kristen Hudspeth Achtziger
Chief Operating Officer

Approval: _____

Date: _____

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Attachment A

PROPOSED SCOPE OF SERVICES

Task 1.0 - Planning Meetings
EOM staff will meet with County staff to discuss project tasks and ensure all are properly planned. During this meeting EOM will provide the County an activity summary which will outline all tasks that will need to be completed prior to the December 31, 2020 deadline. The activity summary is a summary of the best management practices (BMPs) in the County's Stormwater Management Program (SWMP). In addition, a meeting will be scheduled prior to the end of the permit year to discuss the SWMP and ensure that all tasks are complete or scheduled for completion.

Task 2.0 – MCM A, BMP1 – Stormwater Presentations
EOM will prepare and present 3 educational opportunities utilizing lesson plans, books, etc.

Task 3.0 – MCM A, BMP 2 – Education through Media Outlets
EOM will prepare and distribute 4 general awareness informational topics to multiple media outlets.

Task 4.0 – MCM A, BMP 3 – Education through Website
EOM will make recommendations to IT for updates to the website to improve educational content and ease of use.

Task 5.0 – MCM A, BMP 4 – Educational Brochures
EOM will select an existing educational product from the County's archives, US EPA, or GA EPD have it distributed in multiple public locations. Cost of printing will be billed to the County without markup.

Task 6.0 – MCM B, BMP 1 – Rivers Alive Clean-Up
EOM will coordinate, advertise, and oversee a stream clean up event.

Task 7.0 – MCM B, BMP 2 – Community Outreach Clean-up
EOM will coordinate, advertise, and oversee a litter clean up event.

Task 8.0 – MCM B, BMP 3 – Local Stormwater Advisory Committee
EOM will facilitate one annual meeting of a committee of the development community for the purposes of receiving input on the SWMP. During 2020, EOM will assist staff in creating the list of invitees to the panel and soliciting their participation. EOM will prepare the agenda and minutes for the meeting and distribute them to the panel.

Task 9.0 – MCM C, BMP 3 - Illicit Discharge Detection & Elimination (IDDE) Inspections
In accordance with the County's approved SWMP, the County is required to complete Dry Weather Screening on 20% of the total number of outfalls within the County limits that outfall to Waters of the State annually.

Dry weather screening will be performed according to the County's dry weather screening procedures approved by the EPD. The EPD approved dry weather screening checklist will also be filled out for each outfall visited and inspected. The checklists will be delivered in a format that can be easily inserted into the County's NPDES Phase II 2020 Annual Report.

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If a dry weather discharge is present, a visual observation of the flows odor, color, turbidity, and floatables will be noted. Also, a sample will be collected and tested per the County's approved IDDE Guidance Manual for temperature, pH level, chlorine, surfactants, and specific conductivity utilizing an in-situ water quality meter. Finally, a sample will be collected and analyzed for surfactants by a laboratory. If the in-situ measurement or visual observations indicated potential sewage, a fecal coliform grab sample will be collected and analyzed by a laboratory.

Task 9.1 – IDDE Source Tracing
Source tracing activities will need to be completed if the dry weather screening data indicates that there is a potential water quality impairment present. The County will be notified immediately if the in-situ parameters or laboratory results indicate that there is a potential illicit discharge prior to beginning any source tracing activities. EOM will not initiate source tracing activities without prior authorization of the County.

Source tracing will involve following the MS4 system "upstream" in an attempt to identify the source of the non-stormwater discharge. Please note that the NPDES Phase II permit requires that the County to source trace 100% of the identified illicit discharges and notify the illicit discharger to cease the activity, if the source tracing clearly documents the source. In the event that the source cannot be definitively identified, the County is only required to document the activities undertaken and the findings. All the source tracing work should be performed according the EPD approved Source Tracing Procedures included in the County's SWMP.

Source tracing is considered out-of-scope. In the event that EOM performs a source tracing work effort, the estimated cost for EOM to conduct the work will be based on a "per source tracing exercise". If the illicit discharge source cannot be clearly identified within a three hour time frame, the work will be documented and provided to the County for approval of further investigation.

Task 10.0 – MCM C, BMP 4 – Illicit Discharge Education
EOM will assure one of the topics in Task 2.0 above is related to IDDE.

Task 11.0 – MCM D, BMP 3 & 4 – Erosion and Sediment Inspections and Enforcement
At the request of the County, EOM can conduct E&S inspections and conduct enforcement, in conjunction with the Code Enforcement department, at an hourly rate upon written authorization from the County.

Task 12.0- MCM F, BMP 2 - MS4 Inspections
In accordance with the County's approved SWMP, the County shall inspect the MS4 system in urbanized areas at the rate of 20% of the total structure inventory annually. EOM will complete a visual inspection and record the data. The inspection records will be summarized in an excel spreadsheet and submitted with the Annual Report.

Task 13.0 – MCM F, BMP 5 – Employee training on facility pollution prevention
EOM will utilize existing training materials and conduct an employee training session for County employees involved in facility management, construction, or operations.

Task 14.0 - 2020 Annual Report Production for Delivery to EPD

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After the December 31, 2020 deadline, EOM will contact County staff to collect information on programs implemented during the 2020 reporting period. This documentation will be used to develop the County's Annual Report for submittal to EPD by February 15, 2021. Prior to submittal, an electronic copy of the Annual Report will be provided to the County for review and comment. Once the County finds the report acceptable, EOM will submit the Annual Report to EPD.

Task 14.1 – Address EPD Comments
If EPD has comments on the Annual Report, EOM will address the comments on an hourly basis, in accordance with rate schedule below.

Task 15.0 – Additional MS4 needs
At this time, the County's MS4 boundary is limited and fully developed. As such, services in MCM E and F have not been needed. Specifically, change in inventory mapping, lack of BMP facilities within the MS4 area, and documentation of BMP and facility inspections has not been required. In the event this becomes needed in the future, EOM can provide these services at an hourly rate upon written authorization from the County.

SCHEDULE

All compliance activities are scheduled to be completed by December 31, 2020. The Annual Report will be completed and ready to submit by February 15, 2021.

FEE ESTIMATE
EOM proposes to perform the scope of work detailed above for the fees outlined below:

Tasks	**Cost**
Task 1.0 – Planning Meetings	$0
Task 2.0 – MCM A, BMP1	$3,150
Task 3.0 – MCM A, BMP 2	$980
Task 4.0 – MCM A, BMP 3	$680
Task 5.0 – MCM A, BMP 4	$1,300
Task 6.0 – MCM B, BMP 1	$980
Task 7.0 – MCM B, BMP 2	$2,210
Task 8.0 – MCM B, BMP 3	$3,600
Task 9.0 – MCM C, BMP 3	$250
Task 9.1 – Source Tracing	Hourly if Required
Task 10.0 – MCM C, BMP 4	Incl. in Task 6.0
Task 11.0 – MCM D, BMP 3 & 4	Hourly if Required
Task 12.0 – MCM F, BMP 2	$2,900
Task 13.0 – MCM F, BMP 5	$550
Task 14.0 – 2019 Annual Report Production	$4,700
Task 14.1 Address EPD Comments	Hourly if Required
Task 15.0 – Additional MS4 services	Hourly if Required
Total	**$21,300**

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ADDITIONAL SERVICES HOURLY RATE SCHEDULE

Position	Rate
Engineering Division Director	$140.00 / hr.
Professional Engineer	$110.00 / hr.
Junior Engineer	$90.00 / hr.
Sr. Project Manager	$120.00 / hr.
Project Manager	$100.00 / hr.
Field Technician	$65.00 / hr.
Administrative Assistance	$45.00 / hr.

Staff Report

Subject: Watershed Protection Plan implementation FY 2023
Author: Eric W Larson, Assistant County Manager
Department: Development Services
Meeting Date: June 21, 2022
Item Description: Consideration to approve Task Order 7 for EOM Operations to perform MS4 related tasks to assure implementation with the County's Watershed Protection Plan.

Summary Recommendation: Approval of Task Order 7 with EOM Operations to perform related tasks per the approved Watershed Protection Plan for Effingham County. For FY 2023, the scope of services is defined to assure all permit tasks are performed for compliance.

Executive Summary/Background:

- The County is required to have a Watershed Protection Plan as part of the Waste Water Treatment Plant discharge permit. Since 2020, EOM Operations has performed related tasks, including sampling, screening, and annual reporting.
- A master services agreement with EOM Operations was executed on September 15, 2020.
- Watershed Protection Plan services were performed via Task Order 4 on October 19, 2021 for FY 21-22.
- For FY 2022-2023, County staff is recommending that plan activities, as defined by the attached proposal, be perform via contract with EOM Operations. This assures timely and full compliance with the WPP in the most cost effective manner.
- Task Order 7 is $27,500.00. Funding is approved in the FY 2023 budget.

Alternatives for Commission to Consider

1. Approve Task Order 7 for WPP services for FY 2023 for EOM Operations.
2. Reject Task Order 7. Request that EOM Operations submit a revised agreement.
3. Reject the Task Order 7. The County staff will be required to perform these tasks in-house. Significant investment in staffing would be immediately required.
4. Reject the Task Order 7. Direct staff to advertise for a contractor to perform some or all of the Engineering related tasks.

Recommended Alternative:
Board approval for Alternate 1, approve the FY 2023 Task Order 7 extension with EOM Operations.
Other Alternatives:
Alternate 2, Alternate 3, Alternate 4, Table, or take no action.

Department Review: Public Works
Funding Source: WWTP Budget

Attachments:

1. EOM Operations Master Services Agreement dated September 15, 2020.
2. EOM Operations Task Order #4 dated October 19, 2021.
3. FY 2023 Task Order 7 proposal

Task Order 7

2022 Long Term Monitoring for Watershed Protection Plan

EOM Operations, a full scale public works operations, engineering, and utilities construction firm is pleased to provide engineering consulting services as described below. The services described herein shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services (hereinafter referred to as "Agreement") executed by and between The Board of Commissioners of Effingham County (hereinafter referred to as "County") and EOM Operations, a division of EOM Public Works, LLC (hereinafter referred to as "EOM") on 15th day of September, 2020 and all subsequent amendments to the Agreement.

1. Scope of Services

1.1 Water Quality Monitoring

Water quality will be monitored as required according to the Watershed Protection Plan updated on June 2020. The monitoring for all parameters except metals and bacteria will be performed four (4) times per year during three (3) dry weather days (no rain event over previous 72 hours) and one (1) wet weather day (at least 0.2 inches rainfall and at least 72 hours since the last storm event). The wet weather event will be collected as a composite of three grab samples collected over the storm hydrograph. Bacteria sampling, including fecal coliform and enterococci, will be based on a geometric mean (geomean) requiring the collection of four (4) samples over a thirty-day period. Bacteria sampling will be performed during the summer months to calculate two (2) geomeans per year. Metals will be monitored once annually during the wet weather event.

1.2 Annual Report and Certification

As a part of implementing the WPP, a certification including summary of work and EPD's Excel Watershed Assessment and Protection Plan Data Submittal Form will be completed and submitted to the County. The task also includes providing quarterly updates of the sampling progress along with results. The annual certification and report will be submitted to EPD by June 30, 2023.

1.3 Macro Invertebrate Sample Collection and Habitat Assessment

This is required twice every 5 years. Biological sampling was done in 2014, 2016, 2018 and 2020 and is included in the 2022 proposal.

1.4 Schedule

Water Quality Monitoring will be completed for the 2022 calendar year on a quarterly basis. Annual Reporting and Certification will be finalized and submitted to EPD by June 30, 2023.

2. Compensation

2.1 Owner shall pay to EOM as compensation for services performed under this Task Order a Base Fee of Twenty-Seven Thousand Five Hundred Dollars ($27,500.00).

2.2 Services will be billed on a monthly basis.

2.2 Additional efforts, including fees and services outside the Scope of Services will be coordinated directly with the Owner prior to proceeding. Additional fees will be billed at the hourly rates.

3. Authority

3.1 Both parties represent and warrant to the other party that the execution, delivery, and performance of this Task Order has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

Both parties indicate their approval of this Task Order by their signatures below.

EOM OPERATIONS,
a division of EOM PUBLIC WORKS, LLC

Authorized Signature:

Name: _____

Title: _____

Date: _____

Effingham County Board of Commissioners

Authorized Signature:

Name: _____

Title: _____

Date: _____

EOM Operations
Your solution to a better tomorrow
OPERATIONS

February 10, 2021

The Board of Commissioners of Effingham County
ATTN: Eric Larson
601 N Laurel Street
Springfield, GA 31329

Re: 2021 Long Term Monitoring for the Watershed Protection Plan

Dear Mr. Larson,

EOM Operations, a full scale public works operations, engineering, and utilities construction firm is pleased to provide civil engineering consulting services as described below. The services described herein shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Owner and Consultant on 15th day of September, 2020.

SCOPE SERVICES

Water Quality Monitoring
Water quality will be monitored as required according to the Watershed Protection Plan updated on June 2020. The monitoring for all parameters except metals and bacteria will be performed four (4) times per year during three (3) dry weather days (no rain event over previous 72 hours) and one (1) wet weather day (at least 0.2 inches rainfall and at least 72 hours since the last storm event). The wet weather event will be collected as a composite of three grab samples collected over the storm hydrograph. Bacteria sampling, including fecal coliform and enterococci, will be based on a geometric mean (geomean) requiring the collection of four (4) samples over a thirty-day period. Bacteria sampling will be performed during the summer months to calculate two (2) geomeans per year. Metals will be monitored once annually during the wet weather event.

Annual Reporting and Certification
As a part of implementing the WPP, a certification including summary of work and EPD's Excel Watershed Assessment and Protection Plan Data Submittal Form will be completed and submitted to the County. The task also includes providing quarterly updates of the sampling progress along with results. The annual certification and report will be submitted to EPD by June 30, 2021.

Macro Invertebrate Sample Collection and Habitat Assessment
This is required twice every 5 years. Biological sampling was done in 2014, 2016, 2018 and 2020 and is excluded from the 2021 proposal.

Schedule
Water Quality Monitoring will be completed for the 2021 calendar year on a quarterly basis. Annual Reporting and Certification will be finalized and submitted to EPD by June 30, 2022.

480 Edsel Drive, Ste 100
Richmond Hill, GA 31324
www.eomworx.com
Ph: 912.445.0050
F: 912.756.5882

EOM Operations
Your solution to a better tomorrow

COMPENSATION $18,000.00

- EOM shall bill $4,500.00 quarterly with the balance due upon submission of the annual report and certification.
- Additional efforts, including fees and services outside the Scope of Work detailed herein, will be coordinated directly with the Client prior to proceeding. Additional fees can be billed hourly with a fee not to exceed (NTE) or by a negotiated lump sum prior to beginning work.

Signatures below indicate the acceptance of the proposed Task Order items listed above.

The Board of Commissioners of Effingham County

By: Wesley M. Corbitt

Name: Wesley M. Corbitt

Title: Chairman

Date: 10/19/2021

EOM Operations

By: [signature]

Name: Melissa Hurd

Title: president

Date: 10.19.21

TASK ORDER NO. Task Order 4

COMMENCEMENT DATE July 1 2021

COMPLETION DATE June 30 2022

Staff Report

Subject: Approval of Lease Agreement between Effingham County and the City of Springfield for Fire Department Building
Author: Alison Bruton, Purchasing Agent
Department: Fire
Meeting Date: June 21, 2022
Item Description: Lease Agreement between Effingham County and the City of Springfield for the Fire Department Building located at 1171 Hwy 119 N, Springfield, GA 31329.

Summary Recommendation: Staff recommends Approval of the Lease Agreement between Effingham County and the City of Springfield for the Fire Department Building located at 1171 Hwy 119 N, Springfield, GA 31329

Executive Summary/Background:

- Effingham County currently has a Fire Protection Services Agreement in place with the City of Springfield to provide Fire Services in the City limits. The Fire Department is currently utilizing the Springfield building at 1171 Hwy 119 South.
- The Lease Agreement stipulates that the Effingham County Fire Department shall pay $1.00 per year for the building.
- During the term of the Lease, the City of Springfield shall have no obligation for the maintenance, replacement or repair of the building.
- This agreement has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider

1. Approval of the Lease Agreement between Effingham County and the City of Springfield for the Fire Department Building located at 1171 Hwy 119 N, Springfield, GA 31329
2. Take no action.

Recommended Alternative: 1
Other Alternatives: 2
Department Review: County Manager, County Attorney, Chief Hodges
Funding Source: Fire Department Operating Budget
Attachments: Lease Agreement with the City of Springfield

STATE OF GEORGIA)
)
COUNTY OF EFFINGHAM)

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made and entered into as of this ___ day of _____, 2022 (the "Effective Date"), by and between, **THE CITY OF SPRINGFIELD, GEORGIA, a municipal corporation chartered under the laws of the State of Georgia ("the City")**, as Landlord, and **EFFINGHAM COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County")**, as Tenant.

WITNESSETH:

1. Premises. For and in consideration of the agreements, terms, covenants, conditions, requirements, provisions and restrictions to be kept, observed, performed, satisfied and complied with by Tenant, and for the Rent herein provided, and upon the terms and conditions herein stated, Landlord has leased and rented, and by these presents does hereby lease and rent unto Tenant, and Tenant hereby leases, takes and rents from Landlord, the real property comprised of one parcel commonly known as 1171 Hwy 119 North, Springfield GA 31329, the Effingham County Fire Department Headquarters, and any improvements thereon (hereinafter referred to as the "Premises"), a more detailed description of which shall be included in an addendum to this Agreement at a later date.

Commented [BP1]: Lee, do you have a description? Do we need one?

2. Term

(a) The initial term of this Lease shall commence on the Effective Date and end at the close of the calendar year in which it was executed (hereinafter called the "Term"). This Lease may be renewed or terminated in accordance with Section 2(b).

Commented [BP2]: Lee, do we bother reciting that the lease commenced a while ago? I don't think it matters but am open to changing if you thin it's worth it.

(b) This Lease shall terminate absolutely and without further obligation on the part of Landlord or Tenant at the close of the calendar year in which the Agreement is executed and at the close of each succeeding calendar year for which this Agreement may be renewed, but, notwithstanding the foregoing, this Contract shall be automatically renewed unless positive action is taken by Landlord or Tenant to terminate such contract by providing sixty (60) days written notice to the opposite party. This Lease shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy any obligation of Landlord or Tenant under the terms of this Lease.

Commented [BP3]: Lee, this is to comply with OCGA 36-60-13

3. Commitments.

Tenant shall satisfy all obligations under that certain Fire Protection Services Agreement made and entered into the 5th day of May, 2015, by and between Landlord and Tenant.

4. Rent.

(a) *Base Rent*. Base Rent shall be One Dollar ($1.00) per year. On or before the Effective Date, Tenant shall pay Landlord the amount due for the Term (One Dollar ($1.00), prorated for the number of days left in the year). In the event Landlord and Tenant extend the Term as provided in this Lease, the rent for each successive Term shall be One Dollar ($1.00), to be paid on or before the first day of the Term.

(c) *Late Payments*. Any Rent payable hereunder which is not received by the tenth (10th) day after such Rent is due shall be subject to a late charge of One Dollar ($1.00) (the "Late Charge") plus default interest at the rate of one (1%) percent per month (12% per annum) calculated on the amount owed from the date upon which such Rent became due and payable to Landlord until paid in full, in addition to the default provisions herein. In regards to the Late Charge, the parties hereby agree as follows: (1) that the Late Charge is not intended as a penalty but rather to compensate Landlord for additional administrative charges and other damages incurred by Landlord on account of such late payment; (2) that the actual damages suffered by Landlord in such event shall be difficult, if not impossible to ascertain; and (3) that such Late Charge is a reasonable estimate of such charges and damages.

(d) *Assumption of Costs.* Tenant shall assume all costs associated with the Premises, including but not limited to property and liability insurance.

(e) *Additional Rent.* All insurance payments, costs and expenses which the Tenant is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of the Tenant's failure to pay such amounts, and all damages, costs and expenses which the Landlord may incur by reason of any default of the Tenant or failure on the Tenant's part to comply with the terms of this Lease, shall be deemed to be "Additional Rent" and, in the event of nonpayment by Tenant, Landlord shall have all the rights and remedies under law with respect thereto. The Base Rent and the Additional Rent are herein sometimes collectively referred to as the "Rent".

(f) *Net Rent.* It is the intention of Landlord and Tenant that the Rent herein specified shall be net to Landlord in each year during the Lease

Term. Accordingly, all costs, expenses and obligations of every kind relating to the Premises which may arise or become due during the Lease Term, unless otherwise specified herein, shall be paid by Tenant, and Landlord shall be indemnified by Tenant against such costs, expenses and obligations.

Commented [BP4]: Lee, we'd normally mention taxes here and elsewhere but I believe the county and city have no tax liability, which is the reason taxes aren't mentioned. Change if I'm wrong.

5. Use. The Premises may be used as a fire station. All property kept, stored or maintained within the Premises by Tenant shall be at its sole risk. Tenant shall not allow the storage, use, treatment, manufacture or disposal of any Hazardous Materials (defined as hazardous, toxic, infectious, or radioactive by any federal law, state law, or any legal requirement affecting the Premises) upon the Premises or any portion thereof in violation of any applicable law, ordinance, or regulation.

6. Quiet Enjoyment. Tenant, upon paying the Rent and performing all the other terms of this Lease, (a) shall quietly have and enjoy the Premises during the Lease Term without hindrance or interference by anyone claiming by or through the Landlord, subject, however, to the reservations and conditions of this Lease, and (b) shall have access to the Premises twenty-four (24) hours a day, three hundred sixty-five (365) days per year.

7. Utilities. During the Lease Term, Tenant shall be responsible for paying all utilities associated with the Premises (gas, water, electricity, refuse collection, telephone, internet service, alarm services, landscaping, pest control, etc.) directly to the service provider.

8. Alterations; Improvements. During the Lease Term, Tenant may make alterations, additions, or improvements to the Premises at its own expense but subject to approval by the Landlord, which approval shall not be unreasonably withheld. Any construction work done by Tenant to the Premises shall be performed in a good and workmanlike manner and in compliance with all governmental requirements. Tenant shall obtain or cause to be obtained all building permits, licenses, temporary and permanent certificates of occupancy and other governmental approvals which may be required in connection with the making of any alterations. Landlord shall cooperate with Tenant in obtaining governmental permits.

9. Repairs by Landlord. During the term of this Lease, Landlord shall have no duty or obligation whatsoever for the maintenance, replacement or repair of the Premises. Landlord shall have no obligation to inspect the Premises but may if it wishes or if an insurance policy requires that it inspect the Premises, and, in such event, Tenant shall not interfere with Landlord's right of inspection.

10. Repairs by Tenant; Maintenance.

(a) Tenant shall, at Tenant's sole cost and expense, put, keep, replace, maintain and repair the Premises, including, but not limited to, the

walls, floor, ceiling, pipes, heating system, plumbing system, HVAC system, window glass, roof, siding, fixtures, and their appurtenances.

(b) Should the applicable building code require any modification to the building, the cost of those modifications shall be borne by Tenant. Under no circumstances shall Landlord be responsible for any building code compliance matters.

(c) On default of the Tenant in performing its repair, replacement, or maintenance obligations, Landlord may, but shall not be obligated to, make such repairs, replacements or maintenance for Tenant's account, and the expense therefore, together with interest at a rate of twelve (12%) percent per annum, shall continue and be collectible as Additional Rent and shall be paid by Tenant to Landlord within ten (10) days of the rendition of any bill or statement to Tenant therefor.

11. Legal Requirements. During the Lease Term, Tenant shall, at Tenant's sole cost and expense, promptly comply with all legal requirements affecting the Premises, whether currently applicable or hereafter enacted. The phrase "legal requirements affecting the Premises", as used in this Section, shall mean and shall include all laws, ordinances, regulations and other requirements which relate in any manner to the physical condition of the Premises or any part of the Premises, or to the use or occupancy of the Premises or any part of the Premises, including but not limited to, building codes and similar requirements, zoning ordinances and requirements, use restrictions, fire requirements, safety requirements, and energy-related requirements.

12. Release and Indemnity. During the Lease Term, unless caused by Landlord's affirmative active negligence or willful misconduct, Tenant shall pay, and shall protect, indemnify and hold harmless Landlord and Landlord's elected officials, officers, employees, representatives and agents from, against and in respect of, all liabilities, damages, losses, costs, expenses (including all reasonable attorneys' fees and expenses of Landlord), interest, penalties, late charges, reinstatement fees, causes of action, suits, claims, demands and judgments of any nature whatsoever arising out of, by reason of or in connection with Tenant's or subtenant's use, non-use, occupancy of or the conducting of Tenant's activities and business on the Premises.

Commented [BP5]: Lee: do we want to include indemnity? CSX v Garden City...

13. Insurance.

(a) *Property and Liability Insurance*. Tenant shall procure and maintain, the following policies of insurance:

(i) Property insurance on the Premises and all improvements, including leasehold improvements, all furniture, fixtures and equipment, against loss or damage by fire, lightning and against loss or damage by other risks providing protection against events protected

under "All Risk Coverage," as well as against sprinkler damage, vandalism, and malicious mischief in an amount not less than 100% of the replacement cost without deduction for depreciation. Any proceeds from the property insurance shall be used for the repair or replacement of property damaged or destroyed, unless the Lease Term is terminated under an applicable provision herein.

(ii) Liability insurance on the Premises in the total aggregate sum of at least $1,000,000 per Occurrence/$3,000,000 General Aggregate. Limits may be provided by the combination of a primary general liability policy and an umbrella/excess liability policy.

(iii) Commercial general liability insurance shall insure Landlord against liability for bodily injury, property damage (including loss of use of property) and personal injury at the Premises, including any contractual liability with such insurance naming Tenant and such other parties as Landlord may designate, as additional insureds. The liability insurance obtained by Tenant under this section shall: (1) be primary and (2) insure Tenant's obligations to Landlord hereunder. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease.

(b) *General Insurance Provisions*.

(i) Failure of Tenant to comply with the provisions of this Section 13 shall constitute a default.

(ii) Any insurance policy required to be maintained under this Lease shall be selected by the party who is required to maintain such policy so long as the policy meets the requirements contained herein.

(iii) Tenant shall ensure that any person performing services on the Premises at Tenant's direction is sufficiently covered by Liability and Worker's Compensation Insurance, if required.

(iv) Any insurance which Tenant is required to maintain under this Lease shall include a provision which requires the insurance carrier to give the other party not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.

(v) Prior to the earlier of Tenant's entry onto the Premises or the Effective Date, Tenant shall deliver to the other party an insurance company certificate evidencing that Tenant maintains the insurance required herein, and, not less than thirty (30) days prior to the expiration or termination of any such insurance, Tenant shall deliver to

Landlord renewal certificates therefor. Tenant shall provide Landlord with copies of the policies promptly upon request from time to time.

(vi) All insurance required by this Lease shall be with an insurance company or companies properly licensed by the Georgia State Insurance Commissioner to do business within the State of Georgia.

(vii) Without limiting the provisions of Section 12, above, Tenant, on behalf of itself and its insurer(s), hereby waives any and all rights of recovery against the Landlord, the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of the other and the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of each of the foregoing (collectively, "Representatives"), for loss or damage to its property or the property of others under its control, to the extent that such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage, or required to be carried under this Lease. All property insurance carried by Tenant will contain a waiver of subrogation against Landlord to the extent such right was waived by Tenant prior to the occurrence of loss or injury.

14. Waiver of Subrogation. Landlord and Tenant and all parties claiming under them hereby mutually waive, release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the Premises, or covered by insurance in connection with property on or activities conducted on the Premises, regardless of the cause of the damage or loss.

15. [Reserved]

16. Non-Disturbance. Landlord agrees not to affect or disturb Tenant's right to possession of the Premises in the exercise of Landlord's rights, so long as Tenant is not in default under any of the terms, covenants or conditions of this Lease.

17. Assignment and Subletting. Tenant may not assign this Lease or sublet all or part of the Premises without the prior written consent of Landlord. No assignment or subletting of the Premises shall relieve Tenant of its obligations hereunder.

18. No Liens. During the Lease Term, Tenant is not authorized to incur any expenditures in the name of Landlord and shall not permit any liens for labor or materials or any ad valorem tax lien to be placed against the Premises. Notice is hereby given that Landlord shall not be liable for any labor or services performed or rendered, or materials supplied or furnished, to the Premises at the instance of Tenant, and no mechanics or other liens with respect thereto shall attach to or affect the

reversion or other estate or interest of Landlord in and to the Premises. Landlord shall not be permitted to encumber the Premises during the Lease Term. Tenant shall not be liable for any liens attached to the Premises caused by Landlord. Tenant shall discharge, indemnify and hold harmless Landlord from any liens placed upon the Premises during the Lease Term.

19. Default.

(a) *Events of Default.* The following events shall constitute events of default by Tenant under this Lease (hereinafter individually called an "Event of Default", and collectively called "Events of Default"):

(i) if Tenant shall fail to pay when due any Rent or other payment to be made by Tenant hereunder and shall not cure such failure within ten (10) days after Landlord gives Tenant written notice thereof;

(ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Lease (other than a breach or failure described in clause (i) above), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence;

(iii) if Tenant makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors;

(iv) if Tenant files a petition under any section or chapter of the national bankruptcy act, as amended, or under any similar federal or state law or statute, or Tenant or any guarantor of its obligations under this Lease is adjudged bankrupt or insolvent in proceedings filed against Tenant;

(v) if any other instrument delivered to Landlord as part of this lease transaction shall be breached.

(b) *Remedies.* Upon the occurrence of an Event of Default, Landlord may pursue either of the following alternative remedies:

(i) Without any notice or demand, Landlord may take any action or actions permissible at law to insure performance by Tenant of its covenants and obligations under this Lease.

(ii) Landlord may terminate this Lease by giving written notice to Tenant. In such event, Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice to any other remedy it may have for possession or arrearages in Rent (including any accrued interest), enter upon and take possession of the Premises and expel or remove, by force if necessary, Tenant and any other person who is occupying all or a portion of the premises without being liable for prosecution or any claim for damages. Tenant hereby waives any statutory requirement of prior written notice for filing eviction or damage suits for non-payment of rent. In addition, Tenant shall pay to Landlord on demand all loss and damage suffered by it by reason of any termination affected under this subsection (ii). The loss or damage shall be determined by either of the following alternative measures of damages:

(A) Until Landlord is able, through reasonable efforts, the nature of which shall be at its sole discretion, to relet the Premises, Tenant shall continue to pay to Landlord the Rent specified in this Lease when it comes due. After Landlord relets the Premises, Tenant shall pay to Landlord, the difference between the Rent and the amount actually collected by Landlord for a year. If Landlord is required to bring suit in order to collect a deficiency, it may allow the deficiency to accumulate and bring an action on several or all of the accrued deficiencies at one time. Such suit shall not prejudice in any way Landlord's right to bring a similar action for subsequent deficiencies. If the amount collected from subsequent tenants for a calendar year exceeds the Rent, the excess shall be credited to Tenant in reduction of its liability for any calendar year for which the amount collected is less than the Rent. However, Tenant's right to the excess is limited to the above-described credit.

(B) Landlord may demand a final settlement at any time. Upon such demand, Tenant shall pay the difference between the Base Rent provided in this Lease for the remainder of the Lease Term and the reasonable rental value of the Premises for that period. The difference shall be discounted to present value at the rate of interest agreed on by the parties, or, if there is no such agreement, at the rate of twelve (12%) percent per annum.

(C) Landlord's election to exercise the remedy prescribed above in subsection (i) shall in no way prejudice its right at any later time to cancel the election in favor of the remedy provided in this subsection (ii), if at the time of cancellation Tenant is still in default. Similarly, Landlord's election to compute

damages in the manner prescribed above by subsection (ii)(A) shall in no way prejudice its right at any later time to demand a final settlement in accordance with subsection (ii)(B). Pursuit of any of the above remedies shall not preclude pursuit of any other remedy provided elsewhere in this lease or by law. Landlord's forbearance to enforce any remedy provided herein upon an event of default shall not be deemed to constitute a waiver of the default.

(c) *Injunction; Cumulative Remedies.* Landlord may restrain or enjoin any breach or threatened breach of Tenant's covenants, duties, and obligations under this Lease without having to prove the inadequacy of any legal remedy or irreparable harm. Landlord's remedies under this Lease shall be deemed cumulative and not exclusive.

(d) *Attorneys' Fees, Costs and Expenses.* If Landlord is required, on account of a breach or default by Tenant in any obligation under this Lease, to hire an attorney to present, enforce, or defend Landlord's rights or remedies under the Lease, Tenant shall pay all reasonable attorneys' fees, costs and expenses incurred by Landlord in connection therewith.

20. Immunity. Nothing contained in this Lease shall be construed or deemed to be a waiver of any immunity to which the Landlord or Tenant or their respective officials, employees, or agents are legally entitled.

21. Non-waiver. A waiver by either party of one or more covenants, terms, or conditions of this Lease shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The first party's consent to or approval of any act by the second party shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

22. Estoppel Certificate. Tenant shall, upon ten (10) days written notice from Landlord, execute and deliver to it a statement in recordable form certifying the status of this Lease. Such certificate shall be in a form reasonably satisfactory to the prospective purchaser, lender or assignee.

Commented [BP6]: Lee, do we need this? I suppose it doesn't hurt.

23. Rights Cumulative. All rights, remedies, powers and privileges conferred under this Lease on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by Law.

24. Time of Essence. Time is of the essence of this Lease. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Lease.

25. Notices. Subject to limitations and conditions set forth herein, notices may only be delivered: (a) in person; (b) by an overnight delivery service,

prepaid; (c) by registered or certified U. S. mail, prepaid, return receipt requested; or (d) by e-mail, to the following addresses and/or email addresses:

Landlord:	Tenant:
City of Springfield, Georgia	Effingham County, Georgia
Attn.: Matt Morris 130 S. Laurel Street Springfield, Georgia 31329 Email: mmoris@springfieldga.org	Attn: Tim Callanan 804 S. Laurel Street Springfield, Georgia 31329 Email: tcallanan@effinghamcounty.org

26. Entire Agreement; Modification. This Lease contains the entire agreement of Landlord and Tenant and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Lease shall be of any force or effect. This Lease shall not be modified or amended in any respect except by a written instrument executed on behalf of each of Tenant and Landlord.

27. Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under applicable present or future Laws effective during the Lease Term, such unenforceable, invalid or illegal provision shall be severed from this Lease, and the remainder of this Lease shall not be affected. In lieu of each clause or provision of this Lease which is illegal, invalid or unenforceable, there shall be added as a part of this Lease a clause or provision as nearly identical as may be possible and as may be legal, valid and enforceable.

28. Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

29. Governing Law. This Lease has been executed in the State of Georgia and shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

30. Headings. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various sections and shall in no event be considered otherwise in construing or interpreting any provision in this Lease.

31. Miscellaneous. Each and all the covenants, terms, agreements and obligations of this Lease shall extend and inure to the benefit of the successors and

permitted assigns of said parties hereto. The singular number includes the plural and the neuter gender includes the feminine and masculine, wherever appropriate.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed and sealed by their duly authorized representatives, all effective as of the day and year first written above.

LANDLORD:

City of Springfield, Georgia

By: _____

Name: Hon. Barton Alderman
Title: Mayor, City of Springfield, Georgia

Attest:_____
Jennifer Smith, City Clerk

[Entity seal]

TENANT:

Effingham County, Georgia

By: _____

Name: Hon. Wesley Corbitt
Title: Chairman at Large, Effingham County Board of Commissioners

Attest:_____
Stephanie Johnson, County Clerk

[Entity seal]

Approved as to form:

_____
Benjamin M. Perkins, Esq.
Springfield City Attorney

_____
Lee Newberry, Esq.
Effingham County Attorney

Staff Report

Subject: **Coastal Regional Commission Council Reappointment**
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: June 21, 2022
Item Description: Consideration to approve to reappoint Herb Jones as the Non-Public Representative for Effingham County to serve on the Coastal Regional Commission Council

Summary Recommendation:
Staff is requesting the Board to approve reappointment of Herb Jones to the CRC Council

Executive Summary:
One of the functions of the Coastal Regional Commission (CRC) is to provide programs to older adults and caregivers in our region.

Background:
1. Mr. Jones was last appointed in June 2022.
2. The current term of service expired June 30, 2021.
3. Staff has received confirmation from the cities of Springfield and Rincon stating their council has approved reappointment of Mr. Jones.
4. The term is an annual appointment. The new term will run from July 1, 2022 to June 30, 2023.
5. It is required that a non-public representative fill this position.
6. Upon reappointment a letter signed by the Chairman of the Board of Commissioners with the Mayors copied, confirming the concurrence of the reappointment.

Alternatives for Commission to Consider:
1. To approve to reappoint Herb Jones as the Non-Public Representative for Effingham County to serve to the Coastal Regional Commission Council

2. To not approve to reappoint Herb Jones as the Non-Public Representative for Effingham County to serve to the Coastal Regional Commission Council and consider appoint another individual at a later date

Recommended Alternative:
Staff recommends Alternative number 1

Other Alternatives: N/A

Department Review: County Clerk's Office

Funding Source: N/A

Attachments:
1. CRC request letter

Coastal Regional Commission OF GEORGIA

Serving the Cities and Counties of Coastal Georgia since 1964

TO: Chairman Wesley Corbitt, Effingham County Commission
Mayor Ken Lee, City of Rincon
Mayor Russ Dean, City of Guyton
Mayor Barton Alderman, City of Springfield

FROM: Allen Burns, Executive Director

DATE: May 19, 2022

SUBJECT: Reappointment/Appointment of Non-Public Representative for Effingham County to Serve on the CRC Council

As you know, Mr. Herb Jones has served as the non-public representative of Effingham County and the cities of Guyton, Rincon, and Springfield for the CRC Council. Mr. Jones was last appointed to the CRC Council in July 2021. With the end of his current term, it is important that you jointly reappoint him or someone else to this position. Terms run from July 1 – June 30 and are eligible for reappointment each year.

Please remember that a non-public representative must fill this position. It is also very important that the person appointed to this position be able to attend the regular meetings that are held on the second Wednesday of every month at the Richmond Hill City Center at 10:00 a.m.

To finalize this reappointment/appointment, the County and municipalities need to agree on the reappointment/appointment and then submit a letter signed by the Chairman, with the Mayors copied, confirming the concurrence of a reappointment/appointment of an individual to serve in this capacity.

Should you have any questions, please contact Colletta Harper, Administrative Services Director, at charper@crc.ga.gov.

AB/ch

c: Stephanie Johnson, Effingham County Clerk
Herb Jones

1181 Coastal Drive SW, Darien, GA 31305 • Ph: 912-437-0800 • www.crc.ga.gov

FIRST AMENDMENT TO LEASE

This **FIRST AMENDMENT TO LEASE** ("the Amendment") is made and entered into as of the ____ day of _____, 2022 (the "Effective Date"), between **The Board of Commissioners of Effingham County, Georgia** ("Landlord"), and **Renasant Bank, a Mississippi banking corporation** ("Tenant"), under the following circumstances:

A. Landlord and Tenant are parties to that certain Lease Agreement dated December 30, 2019 which had a term of three (3) years ending on December 30, 2022 (the "Lease").

B. Landlord has agreed to grant Tenant one (1) option extend the term for an additional three (3) months as provided herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements in this Amendment, the parties agree as follows:

1. **Option to Extend.** Effective as of the Effective Date, Landlord grants Tenant one (1) option to extend (the "Option to Extend"). The Option to Extend, if exercised, shall be for three (3) months which shall commence on December 30, 2022 and expire on March 31, 2023 (the "Extended Term") provided (i) there is no uncured Event of Default on the date Tenant delivers the Option Notice, (ii) Tenant is occupying the Premises, and (iii) Tenant exercises the applicable Option to Extend as set forth below. The Extended Term, if the Option to Extend is exercised, shall commence on the day following the expiration date of the existing term, with no gap. Tenant may exercise the Option to Extend only by delivering written notice of exercise to Landlord no later than three (3) months prior to the expiration date of the existing term. The monthly Base Rent for the Extended Term shall be of **$5,833.33** per month. All terms and conditions for the Extended Term of the Lease shall be the same as present in the Lease except as modified in this Amendment.

2. **Brokers.** Landlord and Tenant each warrant to the other that in connection with this Amendment and Extended Term neither has employed or dealt with any broker, agent or finder. Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder employed by Tenant or with whom Tenant has dealt. Landlord shall indemnify and hold Tenant harmless from and against any claim for brokerage or other commissions asserted by any broker, agent or finder employed by Landlord or with whom Landlord has dealt, other than the Brokers

3. **Incorporation of Terms of the Lease**. Except as specifically modified or amended in this Amendment, the provisions, conditions and terms of the Lease remain unchanged and are in full force and effect for the remainder of the Extended Term any further extension thereof, if exercised. All capitalized terms used in this Amendment but not defined herein have the meanings given in the Lease.

4. **Miscellaneous**. This Amendment is deemed to be incorporated into the Lease by reference as of the date of this Amendment. To the extent the provisions of this Amendment are inconsistent with the Lease, the terms of the Amendment shall control. This Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Furthermore, the parties agree that this Amendment and/or its counterpart may be delivered by facsimile or electronic transmission in a PDF formant and that delivery of an executed copy hereof by facsimile or electronic transmission in a PDF format shall constitute delivery of an original and shall be binding upon the delivery party in the same manner as a manual signature.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment the day and year written by the signatures of their representatives below.

LANDLORD:

The Board of Commissioners of Effingham County, Georgia

By: _____
Printed Name: _____
Title: _____
Date:_____

TENANT:

RENASANT BANK

By: _____
Printed Name:_____
Title:_____
Date:_____