



BOARD OF COMMISSIONERS REGULAR MEETING

Tuesday, February 13, 2024 at 6:00 PM

Historic Walton County Courthouse, 111 South Broad Street, Monroe Georgia

Phone: 770-267-1301 | Fax: 770-267-1400

AGENDA

1. **PRESENTATIONS**
2. **MEETING OPENING**
 - 2.1. Pledge of Allegiance & Invocation
 - 2.2. Call to Order
 - 2.3. Roll Call
3. **ADOPTION OF AGENDA**
 - 3.1. Additions/Deletions
4. **ADMINISTRATIVE CONSENT AGENDA** / *All items listed below are voted on by the board in one motion unless otherwise specified by the Board*
 - [4.1.](#) Approval of January 9, 2024 Meeting Minutes
 - [4.2.](#) Contracts & Budgeted Purchases of \$25,000 or Greater
 - [4.3.](#) Declaration of Surplus Property
 - [4.4.](#) Mutual Aid Agreement - EMS
 - [4.5.](#) IGA - City of Monroe - Recyclable Cardboard Pickup and Delivery (renewal)
 - [4.6.](#) Agreement - ACCG Ga. County Internship Program - Human Resources
5. **RESOLUTIONS**
 - [5.1.](#) Authorizing 2025 SPLOST
6. **CONTRACTS**
 - [6.1.](#) Alcovy Judicial Circuit - AV Upgrade funded by ARPA Grant
7. **ACCEPTANCE OF BIDS/PROPOSALS**
 - [7.1.](#) Temporary Access Road - WCPSC

8. APPOINTMENTS

8.1. Advantage Behavioral Health Systems Board

9. DISCUSSION

9.1. County Manager's Report/Update

10. PUBLIC COMMENT | 3 Minute Limit Per Speaker. To speak at the meeting please follow the instructions outlined at the end of this Agenda.

11. ANNOUNCEMENTS**12. EXECUTIVE SESSION****13. ADJOURNMENT**

If you are an individual with a disability and require special assistance at this meeting, please contact our office at 770-267-1301 at least 48 hours prior to the meeting and arrangements will be made.

People wanting to make a Public Comment before the Board of Commissioners must complete the form at the link below and return it to the County Clerk no later than 4:00 PM the day prior to the meeting. You may email, fax, mail or deliver the form.

<http://www.waltoncountyga.gov/Clerk/Public%20Comment%20Form.pdf>

For more information, please contact Rhonda Hawk, rhawk@co.walton.ga.us

January 9, 2024

The Walton County Board of Commissioners held its regular monthly meeting on Tuesday, January 9, 2024 at 6:00 p.m. at the Historic Walton County Courthouse. Those participating in the meeting included Chairman David Thompson, Commissioners Mark Banks, Timmy Shelnett, Lee Bradford, Jeremy Adams and Kirklyn Dixon, County Clerk Rhonda Hawk, Planning Director Charna Parker, Finance Director Milton Cronheim, Water Director Morris Jordan, Major Scott Whisnant, County Manager John Ward and County Attorney Chip Ferguson. A list of employees and citizens in attendance at the meeting is on file in the auxiliary file under this meeting date.

MEETING OPENING

Chairman Thompson called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance. Commissioner Shelnett gave the invocation.

ADOPTION OF AGENDA

Motion: Commissioner Adams made a motion, seconded by Commissioner Shelnett to adopt the Agenda. All voted in favor.

SHERIFF'S OFFICE

Transfer of Canine Azriel

Major Scott Whisnant presented a transfer request of canine Azriel who has been diagnosed with Intervertebral Disk Degeneration. This is a genetic neurological defect that will prevent Azriel from performing duties. Since Azriel is covered under an existing warranty, the vendor has consented to replace him at no cost to Walton County. Handler Jacob Callaway has offered to purchase Azriel for \$1.00 to ensure that he is placed in a safe environment and allowed to live out the rest of his natural existence.

Motion: Chairman Thompson made a motion, seconded by Commissioner Banks to approve the transfer in the amount of \$1.00. All voted in favor.

FINANCE

Presentation of FY 2023 Audit - Mauldin & Jenkins

Finance Director Milton Cronheim introduced Ryan Jones and Christopher McKellar of Mauldin & Jenkins. They presented the FY 2023 Audit via zoom.

Motion: Commissioner Adams made a motion to accept the audit. Commissioner Dixon seconded the motion; voted and carried unanimously.

PLANNING COMMISSION RECOMMENDATIONS

Planning Director Charna Parker presented the Planning Commission recommendation.

Denial of Z23100006 - Rezone 2.40 acres from A2 to B3 truck parking/laydown lot & outside storage - Applicant: Richard Wade - Owner: Ronald Ramage - property located at 2384 Hwy. 278 - Map/Parcel C1580022 - District 4

Chairman Thompson opened the public hearing on the matter. The applicant was not present to speak in favor. James Evans spoke in opposition to the rezone. Craig Hayes spoke in favor of the rezone. Chairman Thompson closed the public hearing.

***Motion:** Commissioner Bradford made a motion, seconded by Commissioner Dixon to deny the rezone request. All voted in favor.*

Approval of CU23100017 with Conditions - Conditional Use on 10 acres for a solid waste transfer station - Applicant/Owner: Buddy R. Johnson/DAB Properties LLC - property located at 898 Adamson Dr. - Map/Parcel C1350028A00 - District 5

Recommended Conditions - 1) Proposed facility in general accordance with the site plan, specifically the buffers; 2) Reduced operating hours - 4:00 a.m. - 6:00 p.m. Monday - Saturday, Closed Sundays; 3) Clean floors daily per EPD regulations; 4) Trash handling operations will occur inside the building which will have three permanent sides and a roll-up door on the fourth side which is to be closed when not in operation; 5) Misting system to be installed to reduce odor; 6) Tank will store leachate and cleaning runoff and will be pumped out as needed.

Chairman Thompson opened the public hearing on the matter. Attorney Andrea Gray presenting the applicant spoke in favor of the conditional use. The applicant is in agreement with the conditions put forth by the Planning Commission. Tony Smith spoke in opposition due to a residential area across from the location and Adamson Drive being mostly dirt. In rebuttal, Attorney Gray stated that the developers of the residential area knew going in that the area across from them was industrial and that the developers applied for a rezone in order to develop the residential area. Chairman Thompson closed the public hearing.

***Motion:** Commissioner Adams made a motion to approve the conditional use per the Planning Commission recommendations. Commissioner Banks seconded the motion and all voted in favor.*

Approval of OA23110001 - Amendment to Walton Co. Land Development Ordinance per Errata Sheet dated 11/01/2023

Charna presented the proposed amendments for discussion. She stated these issues had been brought to the attention of the Planning Office and she was not advocating for change but seeking comments and guidance from the Board.

Errata sheet #1 – Amend Article 6 Outdoor Storage of Commercial Vehicles to require direct access to an arterial road and that all parking areas shall be paved and prohibit idling vehicles in close proximity to a single-family residence.

Chairman Thompson opened a public hearing for comments on the subject. Paul Roberts and Lee Chandler ask if it was commercial areas and if it applied to farming. Charna stated that the change would be for commercial storage lots only and would not apply to farming. Chairman Thompson closed the public hearing.

Motion: *Chairman Thompson made a motion to deny, seconded by Commissioner Adams. All voted in favor.*

Errata #2 - Amend Land Development Ordinance to allow 1 acre lots in A1 and A2 when public water is available and amend Article 4, Part 2, Section 100 to allow 2400 overlay and OSC overlay developments by right in the A1, A2 and R1 zoning districts, and amend the amount of property in the open space which is allowed to be in flood plain from 50% to 75%.

Charna stated that errata 2 consisted of two components which should be discussed separately. The first component relates to the A1 and A2 minimum lot size on properties that have county water. This would not apply to those with a well.

Chairman Thompson opened a public hearing for comments on the subject. Candace Donoghue, Erin Brown, Paul Roberts, Mark Cain and others spoke against 1 acre lots being allowed. Kent Brown spoke concerning water runoff from driveways on Pleasant Valley Road.

Motion: *Chairman Thompson made a motion to deny, seconded by Commissioner Dixon. All voted in favor.*

The second component concerning OSC developments was reviewed. Chairman Thompson opened a public hearing for comments on the matter. Jamie Cox, Tommy Nash and Megan Lindbaugh spoke in opposition sharing their concerns. Chairman Thompson closed the public hearing.

Motion: *Chairman Thompson made a motion to deny, seconded by Commissioner Dixon. All voted in favor.*

At 7:45 p.m., Commissioner Banks asked for a break. Chairman Thompson seconded the motion and all voted in favor.

At 7:56 p.m., Commissioner Adams made a motion to return to the meeting. Commissioner Shelnett seconded the motion; voted and carried unanimously.

Errata #3 – Amend the Rural “open ditch” minor subdivision to allow 1 acre minimum lot sizes where public or community water and individual septic tanks are used. As well as add requirements for a mandatory HOA.

Motion: *Commissioner Adams made a motion to deny as it was related to the previous errata denial. Commissioner Bradford seconded the motion. All voted in favor.*

Errata #4 – Amend lot size in groundwater recharge areas to match EPD requirement and correct error in verbiage.

Chairman Thompson opened a public hearing for comments. Candace Donahue and Gary Jordan spoke sharing their concerns over groundwater recharge areas and water runoff problems. Chairman Thompson closed the public hearing.

Motion: *Commissioner Adams made a motion to approve Errata #4. Commissioner Shelnut seconded the motion; voted and carried unanimously.*

ADMINISTRATIVE CONSENT AGENDA

- 1. Approval of December 5, 2023 Meeting Minutes
- 2. Contracts & Budgeted Purchases of \$25000 or Greater
- 3. Acceptance of Hawks Boost Grant - Walton Co. Parks and Recreation
- 4. Anthem BCBS Stop Loss Policy
- 5. Farm Lease Agreement (Renewal) - Anglin Road
- 6. Contract - Axon Evidence Justice Services Agreement - District Attorney’s Office
- 7. Fiscal Agent Designation/Acceptance Agreement – Partnership Families, Children and Youth

Motion: *Commissioner Adams made a motion, seconded by Commissioner Dixon to approve the Administrative Consent Agenda. All voted in favor.*

APPOINTMENTS

County Clerk

Motion: *Chairman Thompson made a motion to reappoint Rhonda Hawk as County Clerk. Commissioner Adams seconded the motion and all voted in favor.*

Assistant County Clerk

Motion: *Chairman Thompson made a motion to reappoint Patrice Broughton as Assistant County Clerk. Commissioner Adams seconded the motion and all voted in favor.*

County Attorney

Motion: *Commissioner Banks made a motion, seconded by Commissioner Shelnut to reappoint the firm of Atkinson - Ferguson as County Attorney. All voted in favor.*

Vice Chairman

Motion: *Chairman Thompson made a motion to reappoint Commissioner Timmy Shelnut as Vice Chairman. Commissioner Adams seconded the motion; voted and carried unanimously.*

Northeast Georgia Aging Services Advisory Council

***Motion:** Chairman Thompson made a motion to appoint David Keener to the Northeast Georgia Aging Services Advisory Council. This is a 4-year term. Commissioner Banks seconded the motion and all voted in favor.*

ACCEPTANCE OF BIDS/PROPOSALS

Center Hill Church Road Water Main

Motion: Commissioner Banks made a motion, seconded by Commissioner Shelnett to accept the bid from The Dickerson Group, Inc. in the amount of \$5,133,200.00. All voted in favor.

DISCUSSION

County Manager's Report/Update

County Manager John Ward gave an update and report on county matters and informed the Board concerning ongoing projects. He also thanked the Loganville Rotary Club for its donation to Walton Fire Rescue for an active shooter vest, commended Ronnie Almand, EMS Director for being elected President of the Region 10, EMS Association and recognized law enforcement for National Law Enforcement Day. Further, he stated that the County had ended the year with grants awarded from the State and Federal Government in excess of 70 million dollars.

ADJOURNMENT

***Motion:** Commissioner Adams made a motion, seconded by Commissioner Shelnett, to adjourn the meeting. The motion carried and the meeting was adjourned at 8:22 p.m.*

All documents of record for this meeting are on file in either the addendum book or auxiliary file under this meeting date.

DAVID G. THOMPSON, CHAIRMAN

RHONDA HAWK, COUNTY CLERK

February 13, 2024

Department	Fund	Description	Payee	Amount
Budget Year FY 24				

	100	Premium for February 2024 - For the Record	One America	\$ 34,566.26
	Various	Replenish Funds in Health Benefits Trust- For the Record	Walton Co. Health Benefits Trust	\$ 500,000.00

Law

1530	100	General Legal Fees and Filing Fees - December 2023- For the Record	Atkinson/Ferguson	\$ 25,037.86
1530	100	General Legal Fees and Additional Expenses - January 2024 - For the Record	Atkinson/Ferguson	\$ 26,270.49

IT

1535	100	Sonciwall Annual Software Renewal	SHI International Corp	\$ 26,765.00
------	-----	-----------------------------------	------------------------	--------------

GIS

1537	100	AccuPlus Pictometry	Pictometry International Corp	\$ 33,610.09
------	-----	---------------------	-------------------------------	--------------

Jail

3325	100	Medical For Inmates - March 2024	Correct Health	\$ 179,741.16
3325	100	Medical For Inmates - April 2024	Correct Health	\$ 179,741.16
3325	100	Specialty Care for Inmates	Correct Health	\$ 87,010.29
3325	100	Housed Out Inmates- December 2023	Barrow County BOC	\$ 47,025.00
3325	100	Inmate Meals-December 2023	Kimble's Food By Design,INC.	\$ 77,283.61

Department	Fund	Description	Payee	Amount
------------	------	-------------	-------	--------

SPLOST 2013

3325.13	322	Construction Costs- December 2023- For the Record	Comprehensive Program Services	\$ 60,000.00
3325.13	322	Construction Costs- January 2024- For the Record	Comprehensive Program Services	\$ 60,000.00
3325.13	322	Sewer Relocation Project- For the Record	Mid-south Builders inc	\$ 470,919.75

Fire

3520.270	270	Uniforms for the Entire Dept.	Uniforms Unlimited	\$ 35,000.00
3520.270	270	RSF-3322a411 Revolveair, RSC-01036201 600 PSI 5 Stage Compressor 10 Hosepower,6000 Cylinder with CGA 702-25se Valve	Municipal Emergency Services, Inc	\$ 79,966.81

E-911

3810	215	Ford Explorer	Loganville Ford	\$ 39,994.00
------	------------	---------------	-----------------	---------------------

Public Works

	100	Polymer Pipe and Wide Poly Bands	Cherokee Culvert Company, Inc	\$ 39,065.60
--	------------	----------------------------------	-------------------------------	---------------------

Water

4446	507	Water and Testing -December 2023 - For the Record	Cornish Creek Water Fund	\$ 174,971.00
------	------------	--	--------------------------	----------------------

Parks & Recreation

Department	Fund	Description	Payee	Amount
------------	------	-------------	-------	--------

	6220	100	ABI Force z23slt Laser Ready w/ Tweels Vibraflex Box Blade, ABI Force Z23SLT w/ Tweels Vibraflex Box Blade, Laser Accessories Transmitter, Pole, Electronics, Rod	Tri-State Pump & Controls	\$ 104,634.00
--	------	-----	---	---------------------------	---------------

Public Safety Complex

	3325.22	315	Contract Administration- <i>For the Record</i>	Precision Planning Inc.	\$ 82,271.53
	3325.22	315	Engineering Services- <i>For the Record</i>	McCarthy Barnsley, A Joint Venture	\$ 4,257,319.25
	3325.22	315	Engineering Services- December 2023- <i>For the Record</i>	Nova Engineering and Environmental LLC	\$ 26,561.00
	3325.22	315	Engineering Services-January 2024- <i>For the Record</i>	Nova Engineering and Environmental LLC	\$ 19,141.50
	3325.22	315	Dental Equipment for WCPS- <i>For the Record</i>	Atlanta Dental Supply Company	\$ 71,736.01

HLC Water Treatment Facility

		504	Professional Engineering - <i>For the Record</i>	Engineering Strategies Inc	\$ 24,856.50
		504	Professional Engineering - <i>For the Record</i>	Precision Planning Inc	\$ 15,225.62
		504	Professional Services - <i>For the Record</i>	Atkinson/ Ferguson	\$ 218.50
		504	Engineering Services - <i>For the Record</i>	Jacobs Engineering	\$ 98,075.50
		504	Construction Cost- Application 5- <i>For the Record</i>	Archer Western Corporation	\$ 28,070.00
		504	Professional Engineering Services- <i>For the Record</i>	Engineering Strategies Inc	\$ 15,872.00
		504	Professional Engineering Services- <i>For the Record</i>	Jacobs Engineering	\$ 312,606.50
		504	Professional Engineering Services- Application 6- <i>For the Record</i>	Archer Western Corporation	\$ 28,070.00
		504	Professional Engineering Services- <i>For the Record</i>	Jacobs Engineering	\$ 456,500.31

Department	Fund	Description	Payee	Amount
------------	------	-------------	-------	--------

	504	Professional Engineering Services- For the Record	Jacobs Engineering	\$ 4,849.67
--	-----	---	--------------------	-------------

Hard Labor Creek

	508	Professional Services -For the Record	Atkinson/Ferguson	\$ 105.00
--	-----	---------------------------------------	-------------------	-----------

	508	Professional Engineering- For the Record	Precision Planning Inc	\$623.47
--	-----	--	------------------------	----------

\$7,723,704.44

Walton County Department Agenda Request

Department Name: **Facilities/Risk Mgmt.**

Department Head/Representative: **Hank Shirley**

Meeting Date Request: **February 13th, 2024**

Has this topic been discussed at past meetings? **No**

If so, When?

TOPIC: **Surplus**

Wording For Agenda: **Declaration of Surplus property**

This Request: Informational Purposes Only Needs Action by Commissioners* **Yes**

*What action are you seeking from the Commissioners? **Declare items surplus and give permission to sell on Gov Deals and/or to metal company whichever is of greater value or if there is no value permission to discard of unusable/unsaleable items.**

Department Comments/Recommendation:

Additional Documentation Attached? **Yes**

Is review of this request or accompanying documentation by the County Attorney required? **No**

If so, has a copy of the documentation been forwarded to County Attorney? **N/A**

Date forwarded to County Attorney: **N/A**

Has the County Attorney review been completed? **N/A**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Walton County Miscellaneous Surplus

Item 4.3.

Items released as County Surplus Property on the 13th of February, 2024

QTY	Dept. or ID #	Description (make/model/year if Applicable)	Serial / V.I.N.
1	Traffic Ops	1997 Chevrolet 2500	1GCGK29R0VE22616
1	Traffic Ops	2008 Ford F-350	1FDW36Y88EC84463
1	IT	Chair (Trash)	
32	IT	HP Business PC	
16	IT	HP Printers	
1	IT	Va2746M-LED	
8	IT	View Sonic Monitors	
5	IT	Acer Monitor	
1	IT	Speier SP-LED19	
10	IT	APC Battery BackUp	
1	IT	Epson DS-530	
3	IT	Cannon Scanner	
4	IT	Fujitsu Scanner	
1	IT	Getac V110	
1	IT	Windows Emachine	
3	IT	Dell Computer	
1	IT	Dell Laptop PPI	
1	IT	No Brand Computer Tower	
1	IT	SonicWall T2350	NPL 28-0734
2	IT	Server Box	
1	IT	Gateway NV675PRP	
1	IT	Toshiba 89031701Q	
1	Finance	Plantronics Headset	
1	EMS	2008 McCoy Miller Corp-Type I/Medic	1465E F35
1	EMS	2018 GM C31403	1GB3COC82EF144275

Walton County Miscellaneous Surplus

Item 4.3.

Items released as County Surplus Property on the 13th of February, 2024

1	S.O.	Konica Minolta Bizhub 282 Model BH282	005756
1	S.O.	Fellows Proweshred Doc. Shredder-Mod# C-320C	CRC38325
1	Animal Control	Ford F-250	1FDNF20508ED92595
1	SO	2008 Ford Crown Vic	2FAHP71V8X149612

Walton County Department Agenda Request

Department Name: **EMA**

Department Head/Representative: **Carl Morrow**

Meeting Date Request: **2/13/2024**

Has this topic been discussed at past meetings? **no**

If so, When? **N/A**

TOPIC: **State Wide Mutual Aid Agreement**

Wording For Agenda: **State Wide Mutual Aid Agreement**

This Request: Informational Purposes Only **N/A** Needs Action by Commissioners* **Yes**

*What action are you seeking from the Commissioners? **Approval**

Department Comments/Recommendation: **Same agreement we have to sign every five years with GEMA. The Cities also have to sign their own agreement.**

Additional Documentation Attached? **Yes**

Is review of this request or accompanying documentation by the County Attorney required? **Unknown**

If so, has a copy of the documentation been forwarded to County Attorney? **Yes**

Date forwarded to County Attorney: **1/12/2024**

Has the County Attorney review been completed? **In progress**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments: **N/A**

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

Statewide Mutual Aid Agreement (SWMAA) FAQs

Why do I need to do this?

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events or homeland security activities.

What other jurisdictions are involved?

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement. Your GEMA/HS EM Field Coordinator can assist you with this.

What kind of assistance are we talking about?

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

What if my jurisdiction doesn't want to send resources?

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

What about liability and reimbursement?

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: Walton County

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party’s Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

David Thompson

Chief Executive Officer – Print Name

County/Municipality: Walton County

Date: _____/_____/_____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for Walton County (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Carl Morrow
Print Name

Emergency Management Director
Job Title/Position

Signature of Above Individual

Kevin Haney
Print Name

Fire Chief
Job Title/Position

Signature of Above Individual

John Ward
Print Name

County Manager
Job Title/Position

Signature of Above Individual

Chief Executive Officer –Signature

Date: _____/_____/_____

David Thompson
Chief Executive Officer – Print
Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the “designated fiscal officer(s)” for Walton County
(county/municipality) for the purpose of reimbursement sought for mutual aid:

Carl Morrow Emergency Management Director
Print Name Job Title/Position

Signature of Above Individual

Milton Cronheim Finance Director
Print Name Job Title/Position

Signature of Above Individual

John Ward County Manager
Print Name Job Title/Position

Signature of Above Individual

Chief Executive Officer –Signature Date: ____/____/____

David Thompson
Chief Executive Officer – Print
Name

**INTERGOVERNMENTAL CONTRACT FOR
RECYCLABLE CARDBOARD PICKUP AND DELIVERY**

THIS AGREEMENT, made and entered into this 29th day of January, 2024, by and between the City of Monroe, Georgia, hereinafter referred to as the "City," and Walton County a political subdivision of the State of Georgia, by and through the Board of Commissioners of Walton County, hereinafter referred to as the "County."

WHEREAS, there is a need to provide certain recyclable card board pickup and delivery services for the benefit of the citizens of the City and the County; and

WHEREAS, the City has the necessary equipment, vehicles, and employees to provide this recyclable cardboard pickup and delivery service for the benefit of the citizens of the City and the County; and

WHEREAS, the parties hereto deem it to be in the best interest of the citizens of the City and the County for the County to continue to operate Keep Walton Beautiful, Inc., to facilitate the recycling efforts of that County, and for the City to provide the service of recyclable cardboard pickup and delivery for the County; and

WHEREAS, each of the parties to this Agreement will benefit from the transactions contemplated herein and each desires to establish certain conditions and make certain covenants in connection herewith.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein and in further consideration of the mutual advantages and benefits for and to the City and to the County from the mutual promises herein contained, it is agreed as follows:

1.

City shall provide recyclable cardboard pickup services to customers of the County on a weekly basis. Said customers to be serviced by City on behalf of and for the benefit of County shall be all those identified and listed in Exhibit "A," the same being attached hereto and incorporated herein by reference.

2.

City shall be responsible for providing the City employee responsible for driving the customer route and a City frontloader truck responsible for collecting and delivering the recyclable cardboard.

3.

City shall service only businesses located within Walton County.

4.

City shall service the County's customers (listed in Exhibit "A") once a week with said pickup days to be on Wednesday's.

5.

Upon pickup of recyclable cardboard from the County's customers, City shall deliver all recyclable cardboard to Keep Walton Beautiful, Inc., located off of Highway 11 at 2051 Leroy Anderson Road, Walton County Industrial Park, Monroe, Georgia 30655.

6.

Said delivery shall be once per week, with no more than fifty-two (52) pickups per year per customer. However, these pickups may be completed on different days each week due to unforeseen circumstances.

7.

County shall pay to City for the services, hereinabove described and provided by City, the total annual sum of Twenty-Nine Thousand Eight Hundred Twenty-Three Dollars and Eighty-Four Cents (29,823.84), the same to be paid in equal monthly installments due on the first day of each calendar month.

8.

The County shall maintain exclusive ownership of and shall be solely responsible for the purchase, maintenance, up-keep inspection and on-site delivery and/or removal of the County's recyclable cardboard dumpster receptacles. City in no way shall be responsible for the purchase, maintenance, upkeep, inspection, and on-site delivery and/or removal of the County's recyclable cardboard dumpster receptacles.

9.

If the County wishes to add any customers above and beyond those listed in Exhibit "A," County agrees to pay an additional sum to City in the amount of Four Hundred Ninety Dollars (\$490.00) per additional customer per year, the same to be prorated on an annual basis.

10.

No discount or reduction of the total sums due City under this Agreement shall be given should the total number of customers fall below those listed in Exhibit "A."

11.

Any County customer site containing more than one recyclable cardboard dumpster receptacle shall require an additional charge to be paid by the County to the City in the total annual sum of Two Hundred Forty-Five Dollars (\$245.00), the same to be prorated on an annual basis.

12.

The term of this Agreement shall be for a period of one (1) year beginning July 1, 2024, and will expire at 12:00 am midnight on June 30, 2025.

13.

It is expressly understood and agreed by the parties, that upon the notice of either party, either party may cancel this Agreement and thereby extinguish its respective obligations under this Agreement by providing the other party with written notice of its desire to cancel this Agreement not later than sixty (60) days prior to such cancellation date.

14.

This Agreement between the parties constitutes a full and final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms. Any prior contracts, agreements, payments, or obligations between the City and the County regarding recyclable cardboard pickup and delivery services, shall be merged into this Agreement, and all obligations of the City and County shall be controlled in accordance with the terms stated herein and no additional payments or monies of any kind are due and owing by the County to the City. Further, any representations, promises, warranties, or statements by either party to this Agreement that differ in any way from the terms of this written Agreement shall be given no force and effect.

15.

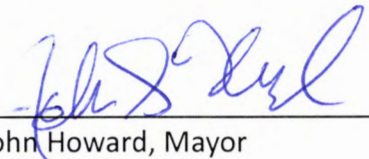
This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.


16.

This Agreement shall be construed and resolved according to the laws of the State of Georgia.

This 29th day of January, 2024.

CITY OF MONROE

By:  (Seal)
John Howard, Mayor

Attest:  (Seal)
Logan Propes, City Administrator

**BOARD OF COMMISSIONERS,
WALTON COUNTY**

BY: _____ (Seal)
David Thompson, County Chairman

Attest: _____ (Seal)
John A. Ward, County Manager

	A	B	C	D	E	F	G	H	I	J
1	Cardboard Account			Amount		Phone #				
2	Carmichael's			\$ 45.00		267-2559				
3	Checkers			\$ 45.00		678-618-0135				
4	Crowe's			\$ 25.00		466-1795				
5	DFS Outlet Store			\$145.00						
6	Dollar Tree			45.00 x 2		266-0634				
7	Escogo			\$ 25.00		678-522-6560	Ricky			
8	EZ Stop			\$ 25.00		770-466-0438	Tracy			
9	Family Dollar			\$ 55.00		770-267-4940				
10	Five Below			\$ 55.00		1-888-625-5323				
11	Great Oaks Plaza			45.00 x 2		267-4940				
12	Golden Pantry			\$ 45.00		207-4867				
13	Harmony Trip Store			\$ 35.00		Di 678-635-7306				
14	I Hop			\$ 45.00		298-5575				
15	Leadfoot Diesel			\$ 45.00		770-267-3322	Tara			
16	Longhorn Steakhouse			\$ 45.00		266-5620				
17	McDonald's			45.00 x 2		267-4601				
18	Monroe Ace Hardware			\$ 45.00						
19	JH Martin Mechancial			\$ 45.00		770-696-5947				
20	Park Place Nursing Facility			45.00 & 35.00		404-925-0889				
21	Piedmont Walton			\$ 100.00		267-8461				
22	ROSS #2282			\$ 45.00						
23	Short Stop			\$25.00		678-635-7540	DeeDee			
24	Social Circle Nursing & Rehab			\$ 45.00		464-2019				
25	Sky Collision			\$ 25.00		266-2824	invoice Jan 2024-july 2024			
26	Stone Mountain Pecan			\$ 100.00		770-207-6486				
27	84 Coponents			45.00 x 2		787-8715				
28	Walton EMC			45.00 x 3		267-2505				
29	Zaxby's			\$ 45.00		678-786-8997	Evan			
30										
31	Schools No Charge			Phone #		City/County Facilities-No Charge				
32	Atha Elem. School			266-5995		Bus Transportation Annex				
33	Bay Creek Elem Sch			678-684-2800		Walton County Fire (Between)				
34	Carver Middle Sch			207-3333		Walton County Fire (Bold Springs)				
35	Harmony Elem School			267-6574		Walton County Action (Milledge Ave)				
36	Loganville Christian Academy			678-776-1988		FISH-Loganville				
37	Loganville Elem Sch			678-684-2840		FISH-Spring St Monroe				
38	Loganville High Sch			678-684-2880		FISH-Madison Ave Monroe				
39	Bay Creek Middle			678-684-2960		Walton County Government Bldg.				
40	Monroe Elem School			207-3205		West Walton Government Bldg.				
41	Monroe Area High School			266-4599		Walton County Roads & Bridges				
42	Sharon Elem School			6748-684-2850						
43	Social Circle Primary School									
44	Social Circle Middle/High School			464-2611						
45	Walnut Grove Elem School			784-0046						
46	Walnut Grove High School			678-507-3900		City DOES NOT Service:				
47	Walker Park Elem School			207-3240		Clearview Medical Center	Roll Off			
48	Youth Elem School			554-0172		Faith Academy	no container			
49	Youth Middle School			466-6849		George Walton Acad	no container			
50										JBG
51										Revised 1/26/24

ACCG Civic Affairs Foundation

GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This AGREEMENT is made and entered into by and between the ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC., (the “FOUNDATION”), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and _____ County (“COUNTY”), having its principal office at _____.

In exchange for valuable consideration, the parties agree as follows.

I. GENERAL TERMS.

A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY’S governing authority and entry on the COUNTY’S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the COUNTY Clerk’s Office as requested and incorporated into this Agreement.

B. Purpose of Agreement:

The FOUNDATION is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter (“Grant Award Letter”) (Exhibit A) to reimburse certain costs to the COUNTY to employ interns to complete projects as described in the county grant application (“County Grant Application”) (Exhibit B) from May 1, 2024 until September 1, 2024. This Agreement provides the terms and conditions under which the COUNTY may receive reimbursement from the FOUNDATION.

II. REIMBURSEMENT TO COUNTY.

In exchange for the COUNTY hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the FOUNDATION shall provide reimbursement to the COUNTY as follows:

A. Use of Grant Funds.

1. Amount of Reimbursement

ACCG Civic Affairs Foundation

- a. **Hourly Rate.** The **FOUNDATION** shall reimburse the **COUNTY** for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the **COUNTY** has agreed to pay a percentage of the costs as described within the County Grant Application.

The **COUNTY** may pay the intern at a higher rate than \$15.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the **COUNTY**. In either case, the **COUNTY** shall be responsible for payment for all the costs above the reimbursed hourly rate of \$15.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost to cover the intern under the **COUNTY'S** workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$30.00 per intern, per internship.
- c. **FICA.** The **FOUNDATION** shall reimburse the **COUNTY** for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$229.50 per intern, per internship.

- 2. **Additional Compensation for Intern.** The **COUNTY** may pay the intern(s) in an amount greater than \$15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the **COUNTY** will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2024 to September 1, 2024, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The **COUNTY** shall pay interns funded in whole or in part by this grant a minimum of \$15.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the **COUNTY** and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the **COUNTY** shall provide the following information

ACCG Civic Affairs Foundation

to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 11, 2024 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 15, 2024; intern consent form (“Intern Consent Form”) (Exhibit F); the intern information form (“Intern Information Form”) (Exhibit G); and an intern photograph.
- F. Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
 2. **Fair Labor Standards Act**
 3. **Georgia Security and Immigration Compliance Act.** The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

ACCG Civic Affairs Foundation

- I. **Duty to Notify FOUNDATION.** It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is terminated by the COUNTY within five (5) days of separation.

- J. **Nepotism.** If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the COUNTY shall refrain from hiring interns who are closely related by blood or marriage to COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the COUNTY. Interns are further not permitted to run personal errands for COUNTY officials and staff or work on projects that are unrelated to county government. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this AGREEMENT shall be valid or effective unless such modification is made in writing and signed by both parties.

V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information identified in Section III (D) not later than 20 days after the date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.

- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY’S employment prior to the expiration of their internship period, this AGREEMENT shall terminate within 20 days of the separation unless another

ACCG Civic Affairs Foundation

undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2024.

D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

VI. Access to Records, Records Retention, and Investigation

A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

VII. Hold Harmless

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

VIII. Program Publicity and COUNTY Participation

A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

ACCG Civic Affairs Foundation

- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

XI. Miscellaneous Provisions

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

XII. CONTRACT EXHIBIT INCLUSION:

This contract includes the following exhibits, which are attached and incorporated herein by reference:

- Exhibit A Grant Award Letter
- Exhibit B County Grant Application
- Exhibit C E-Verify Usage and Acknowledgement Form
- Exhibit D Reimbursement Form
- Exhibit E Intern Evaluation Form
- Exhibit F Intern Consent Form
- Exhibit G Intern Information Form

ACCG Civic Affairs Foundation

COUNTY:

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC.:

Signature

Signature

Printed Name

Dave Wills

Printed Name

Title:

Secretary-Treasurer

Title:

This ____ day of _____, 2024

This ____ day of _____, 2024

COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of _____ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the _____ County Governing Authority in a meeting that was properly advertised and open to the public on _____, 2024, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

Clerk

ACCG Civic Affairs Foundation

February 6, 2024

Ms. Cassie McBee
137 E. Washington Street
Monroe, GA 30655

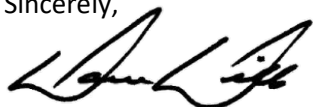
Dear Ms. McBee,

I am pleased to inform you that Walton County has been awarded a **Georgia County Internship Program (GCIP) grant** from the Association County Commissioners of Georgia Civic Affairs Foundation (“ACCG Civic Affairs Foundation”) contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the “Agreement”) that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2024 summer program in the amount of **\$3,259.50** for the **Benefits and Wellness Intern** project to cover **one internship**. The grant provided must be used to fund costs associated with the intern’s salary, FICA, and worker’s compensation as specified in the Agreement.

Please contact Michele NeSmith at mnesmith@accg.org or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2024 grant program.

Sincerely,



Dave Wills
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Chair David Thompson
Rhonda Hawk
John Ward

2024-____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA AUTHORIZING THE IMPOSITION OF A ONE PERCENT SALES AND USE TAX AS AUTHORIZED BY ARTICLE 3 OF CHAPTER 8 OF TITLE 48 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED; SPECIFYING THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAX ARE TO BE USED; SPECIFYING THE PERIOD OF TIME FOR WHICH SUCH TAX MAY BE IMPOSED; SPECIFYING THE ESTIMATED COST OF THE CAPITAL OUTLAY PROJECTS TO BE FUNDED FROM THE PROCEEDS OF SUCH TAX; REQUESTING THE BOARD OF ELECTIONS AND REGISTRATION TO CALL AN ELECTION OF THE VOTERS OF THE SPECIAL DISTRICT OF WALTON COUNTY TO APPROVE THE CONTINUANCE OF A ONE PERCENT SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH ELECTION; AND FOR OTHER PURPOSES

WHEREAS, Section 48-8-110 et seq. of the Official Code of Georgia Annotated, as amended (the "Act"), authorizes the imposition of a one percent sales and use tax for the purpose, inter alia, of financing certain capital outlay projects; and

WHEREAS, the required meeting was held by the County and the Cities of Monroe ("Monroe"), Loganville ("Loganville"), Social Circle ("Social Circle"), Walnut Grove ("Walnut Grove"), Good Hope ("Good Hope"), Jersey ("Jersey") and Between ("Between", and together with Monroe, Loganville, Social Circle, Walnut Grove, Good Hope and Jersey, the "Cities") to discuss the capital outlay projects that would be included in the proposed referendum; and

WHEREAS, the Board of Commissioners of Walton County delivered notice in the manner prescribed by law to each of the Cities which constitute all of the Qualified Municipalities (as such term is defined in the Act) located within the special district of Walton County (the "County"), notifying them of the date, time, location and purpose of the meeting; and

WHEREAS, the County proposes to authorize the execution, delivery and performance of the Special Purpose Local Option Sales Tax Intergovernmental Contract, attached hereto as Exhibit "A" (the "Contract"), among the County and the Cities; and

WHEREAS, the Board of Commissioners of Walton County, Georgia (the "Board") has determined that it is in the best interest of the citizens of the special district of Walton County that a one percent sales and use tax be imposed in the County to raise an estimated amount of approximately \$120,000,000 for the purposes of funding the projects referred to in the Contract (collectively, the "Projects");

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Walton County, Georgia, and it is hereby resolved by authority of the same as follows:

Section 1. Approval of Execution and Delivery of Contract. The execution, delivery and performance of the Contract be and the same are hereby authorized. The Contract shall be in substantially the form attached hereto as Exhibit "A," subject to such changes, insertions or

omissions as may be approved by the Chairman or Vice Chairman of the Board, and the execution of the Contract by the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Board as hereby authorized shall be conclusive evidence of any such approval.

Section 2. Authorization of Sales and Use Tax. In order to finance the Projects, there is hereby authorized to be levied and collected within the special district which consists of Walton County a sales and use tax in the amount of one percent on all sales and uses in the special district as provided in the Act. As required by Section 48-8-111(a) of the Act, the proceeds of such tax will be used to finance the capital outlay projects described in the Contract, and the estimated amount of sales tax allocable to each of such Projects is shown on Schedule "A" to the Contract. Such sales and use tax is hereby authorized to be imposed for a period of 24 consecutive calendar quarters. The proceeds of the sales and use tax shall be deposited in separate accounts and applied toward funding the Projects all as provided in the Contract.

Section 3. Call for Election. The Walton County Board of Elections and Registration (the "Board of Elections") is hereby requested to call an election to be held in all the voting precincts in the County on the 21st day of May, 2024, for the purpose of submitting to the qualified voters of the County the question set forth in Section 4 below.

Section 4. Form of Ballot. The ballots to be used in such election should have written or printed thereon substantially the following, subject to possible revisions in the project lists:

- /_/ YES Shall a special one percent sales and use tax be imposed in the special district consisting of Walton County for 24 calendar quarters beginning on January 1, 2025 and for the raising of an estimated amount of \$120,000,000 for the purpose of funding the following projects: (i) for the City of Monroe, (A) public safety projects, vehicles, and equipment, (B) transportation projects; (C) Monroe public facilities capital improvements, and (D) parks capital improvements; (ii) for the City of Loganville, (A) parks and recreation projects, (B) public safety projects, (C) public utility projects, and (D) transportation projects; (iii) for the City of Social Circle, (A) transportation projects, (B) water and sewer projects, (C) public safety projects, and (D) parks and recreation projects; (iv) for the City of Good Hope, (A) transportation projects, (B) parks and recreation projects, and (C) building upgrades; (v) for the City of Walnut Grove, (A) vehicles and major equipment, (B) sewer expansion/infrastructure, (C) transportation, drainage, paving and sidewalk projects, (D) building upgrades, and (E) parks and recreation projects; (vi) for the City of Jersey, (A) transportation projects, and (B) water system improvements; (vii) for the City of Between, (A) transportation projects, and (B)
- /_/ NO

building upgrades and improvements; and (viii) for the County, (A) installment payments for the acquisition of the Public Safety Complex, (B) transportation projects, (C) parks and recreation projects including the right to make installment payments for the acquisition of the Walnut Grove Park, (D) building projects, (E) water system improvements, and (F) vehicle and major equipment acquisition.

Section 5. Manner of Election. It is hereby requested that the election be held by the Board of Elections in accordance with the election laws of the State of Georgia, and that the returns of such election be made to the Board of Commissioners of Walton County and the Board of Elections, which shall count the votes, consolidate the returns and declare the result of such election in the manner required by law.

Section 6. Publication of Notice of Election. The Board of Elections is hereby authorized and requested to publish the notice of the call of such election as required by law in the newspaper in which Sheriff's advertisements for the County are published in substantially the form attached hereto as Exhibit "B" and a notice of the election **once a week for four weeks** immediately preceding the date of the election in substantially the form attached hereto as Exhibit "C". Prior to the date of the election authorized herein, there shall be appointed proper Election Managers and Clerks to supervise and hold said election.

Section 7. Notice to Board of Elections. The Clerk of the Board of Commissioners of the County is hereby authorized and directed to deliver a copy of this resolution to the Board of Elections, with a request that the Board of Elections issue the call for an election.

Section 8. Further Authority. The proper officers and agents of the County are hereby authorized to take any and all further actions as may be required in connection with the imposition of such sales and use tax, the acquisition, construction and installation of the Projects as herein provided.

Section 9. Effective Date. This Resolution shall take effect immediately upon its adoption.

This 13th day of February, 2024.

WALTON COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners
of Walton County, Georgia

(SEAL)

By: _____
Clerk, Board of
Commissioners of Walton
County, Georgia

Exhibit "A"

Special Purpose Local Option Sales Tax Intergovernmental Contract

[Attached]

SPECIAL PURPOSE LOCAL OPTION SALES TAX
INTERGOVERNMENTAL CONTRACT

This Intergovernmental Contract (the "Contract"), is between Walton County, Georgia (the "County"), the City of Monroe ("Monroe"), the City of Loganville ("Loganville"), the City of Social Circle ("Social Circle"), the City of Walnut Grove ("Walnut Grove"), the City of Good Hope ("Good Hope"), the City of Jersey ("Jersey") and the City of Between ("Between" and together with Monroe, Loganville, Social Circle, Walnut Grove, Good Hope and Jersey, the "Cities").

PREAMBLE

Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, as amended (the "Act"), provides for the creation of a special district in each county in the State of Georgia and authorizes the imposition of a one percent sales and use tax (the "Sales and Use Tax") in such district for the purposes specified therein.

The County and the Cities wish to continue the Sales and Use Tax presently in effect, which expires on December 31, 2024, and are entering into this Contract for the purpose of specifying the projects to be funded with such Sales and Use Tax and providing for the distribution of the proceeds of the Sales and Use Tax.

In consideration of the mutual agreements of the County and the Cities in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which the County and the Cities acknowledge, the County and the Cities agree as follows:

Section 1. Representations of the Cities.

Each of the Cities hereby represents as follows:

(a) It is a municipal corporation as defined by law and judicial interpretation and a "qualified municipality" as such term is defined in the Act and has been duly authorized to execute and deliver this Contract and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Contract by the City, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the City, or violate or constitute (with the passage of time or the provision of notice or both) a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the City or by which the City is bound.

(c) To the knowledge of the City, there is no litigation pending or threatened challenging the existence or powers of the City or the ability of the City to enter into this Contract, or seeking to restrain or enjoin the City from entering into this Contract or acquiring, constructing or installing any of the projects sought to be financed from the proceeds of the Sales and Use Tax.

Section 2. Representations of the County.

The County hereby represents as follows:

(a) It is a political subdivision of the State of Georgia and has been duly authorized to execute and deliver this Contract and to perform its obligations hereunder, and such authorization has not been revoked or rescinded.

(b) The execution and delivery of this Contract by the County, and the performance of its obligations hereunder, does not violate any provision of the Constitution or laws of the State of Georgia or any order, rule or regulation of any judicial or governmental agency binding on the County, or violate or constitute (with the passage of time or the provision of notice or both) a breach of or a default under any agreement, contract, instrument, ordinance or other resolution of the County or by which the County is bound.

(c) To the knowledge of the County, there is no litigation pending or threatened challenging the existence or powers of the County or the ability of the County to enter into this Contract, or seeking to restrain or enjoin the County from entering into this Contract, imposing the Sales and Use Tax or acquiring, constructing or installing any of the projects of the County sought to be financed from the proceeds of the Sales and Use Tax.

Section 3. Referendum for Imposition of Sales and Use Tax.

The County agrees that it will take all actions necessary to call a referendum, to be held in all the voting precincts in the County, on the 21st day of May, 2024, or on such other date as the County and the Cities shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not a Sales and Use Tax of one percent shall be imposed on all sales and uses in the special district which consists of Walton County, as authorized by the Act for 24 calendar quarters (six years) for the purpose of funding the projects described in this Contract (collectively the "Projects" or as to any City or the County, the "Projects" of such City or County). The amount of money to be raised by the Sales and Use Tax is estimated to be \$120,000,000. The Projects and the estimated amount of Sales Tax and Use Tax attributable to each Project is shown on Schedule A attached to this Contract.

Section 4. Conditions Precedent.

The obligations of all parties under this Contract are conditioned upon the following events:

(a) The adoption of a resolution by the Board of Commissioners of Walton County authorizing the imposition of the Sales and Use Tax and calling the referendum described above.

(b) The approval of the Sales and Use Tax by a majority of the voters in the County voting in the election for those purposes as required by the Act.

Section 5. County Sales and Use Tax Fund; Separate Accounts; No Commingling.

Prior to the first date on which the Sales and Use Tax will be collected, the County shall establish a special fund or account designated as the 2025 Special Purpose Local Option Sales Tax Fund for the County (the "Project Fund Account" of the County), and each City shall create a special fund or account to be designated as the 2025 Special Purpose Local Option Sales Tax Fund for each such City (each such fund or account, the "Project Fund Account" of such City). The County shall select a local bank which shall act as a depository and custodian of the Project Fund Account of the County upon such terms and conditions as may be acceptable to the County, and each City shall select a local bank which shall act as a depository and custodian of the Project Fund Account of each such City upon such terms and conditions as may be acceptable to each such City. All Sales and Use Tax proceeds shall be maintained by the County and each City in the separate accounts or funds established pursuant to this Section. Sales and Use Tax proceeds shall not be commingled with other funds of the County or Cities and shall be used exclusively for the purposes detailed in this Contract. No funds other than Sales and Use Tax proceeds shall be placed in such funds or accounts.

Section 6. Procedure for Disbursement of Sales and Use Tax Proceeds.

Upon receipt by the County of Sales and Use Tax proceeds collected by the state department of revenue, the County shall immediately deposit said proceeds in the County's Project Fund Account and, within ten (10) business days thereof, disburse the Sales and Use Tax proceeds due to each City in accordance with Section 7. The proceeds shall be deposited in the Project Fund Account established by each City in accordance with Section 5. Should any City cease to exist as a legal entity before all funds are distributed under this Contract, that City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct City part of another successor city. If such an act is passed, the defunct City's share shall be paid to the successor city in addition to all other funds to which the successor city would otherwise be entitled.

Section 7. Priority and Order of Project Funding.

The parties hereto agree that the proceeds of the Sales and Use Tax received each month will be applied as follows (and in the order indicated below):

- (a) First, the Sales and Use Tax receipts shall be deposited into the Project Fund Account of the County in an amount equal to \$480,000 per month, the monthly amount needed for the County to make installment payments to the Walton Industrial Building Authority for the acquisition of the Public Safety Complex as shown on Schedule A.
- (b) Next, the Sales and Use Tax receipts shall be deposited into the Project Fund Account of the County and each of the Cities in accordance with the percentages

shown in the column with the heading "Allocation of Sales and Use Tax Proceeds After Funding the County's Acquisition of the Public Safety Complex from the Walton Industrial Building Authority" on Schedule B.

Except as provided in Section 8 of this Agreement, any change to the priority or schedule must be agreed to in writing by all parties to this Contract.

Section 8. Completion of Projects.

The County and Cities acknowledge that the costs shown for each project described on Schedule A are estimated amounts. If a county project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Schedule A, the County may apply the remaining unexpended funds to any other county project in Schedule A. If a city project has been satisfactorily completed at a cost less than the estimated cost listed for that project in Schedule A, the City may apply the remaining unexpended funds to any other project included for that City in Schedule A.

Within thirty (30) days after the Projects of any City have been completed, such City shall file with the County a Certificate of Completion signed by the Mayor, City Manager or other Authorized Signatory, setting forth the date on which the final Project or Projects were completed and stating that all Sales and Use Tax proceeds deposited into the Project Fund Account for such City have been applied to the Project or Projects or otherwise applied in accordance with the Act.

Section 9. Audits.

(a) Each of the Cities and the County shall include in its annual audit the schedule required by Section 48-8-121 of the Act relating to each Project approved for such City or the County in the referendum. Each of the Cities and the County shall publish the report relating to the Projects of such City and County as required by Section 48-8-122 of the Act. Each City and the County agrees that the proceeds received from the Sales and Use Tax shall be used by the County or the City, as the case may be, exclusively for the purpose or purposes specified in the resolution calling for the referendum except as may otherwise be permitted under the Act. Each of the Cities and the County shall be responsible for their own expenses incurred in maintaining such records and making any such reports.

(b) The County and each of the Cities shall have no liability to each other for the failure by any City or the County to spend the proceeds received from the Sales and Use Tax for the purposes authorized in the referendum, although the County shall have the right, but not the duty, to seek to enforce the obligation of each of the Cities to apply the proceeds received from the Sales and Use Tax in accordance with the Act and the referendum.

Section 10. Other Expenses; Reimbursement.

The parties to this Contract acknowledge that the fees and expenses relating to, or incurred incident to, calling the referendum for the imposition of the Sales and Use Tax shall be

paid by the County and each City shall reimburse the County for their pro rata share of any such expenses in accordance with the "Percentage of Sales Tax Proceeds for Projects" on Schedule B. The County shall from time to time provide notification to the Cities of any other expenses relating to the Sales and Use Tax proceeds. Each of the Cities agrees that it will be liable to the County for their pro rata share of any such expenses in accordance with the "Percentage of Sales Tax Proceeds for Projects" on Schedule B. In the event that following the passage of the referendum relating to the imposition of the Sales and Use Tax, any litigation or threatened litigation, audit or investigation relating to the imposition of the Sales and Use Tax or the use of the proceeds of the Sales and Use Tax or other similar matters relating thereto shall occur, the County shall have the right on behalf of itself and the Cities to conduct such litigation or handle such threatened litigation, audit or other investigation and to retain such attorneys and other experts as may be required or appropriate in connection therewith. The County shall give prompt notice to the Cities of the institution of any such litigation or threatened litigation, audit or investigation. Each of the Cities agrees that it will be liable to the County for their pro rata share of the costs of such litigation or threatened litigation, audit or investigation, or for the cost of any judgment or settlement of such litigation or threatened litigation, audit or investigation in accordance with the "Percentage of Sales Tax Proceeds for Projects" on Schedule B. The Cities agree that any payment required to be made to the County under this Section shall be made promptly upon receipt by the City of a statement therefor from the County.

Nothing in this Section shall preclude any City or the County (either individually or collectively) from seeking repayment from, or from instituting any action against, any other party to this Contract to the extent that any action or inaction on the part of any party or parties to this Contract results in liability to the County or the Cities whether directly or indirectly pursuant to this Section of this Contract, and the costs of any such action shall not be shared as provided in this Section but shall be costs of the parties involved in such action.

Section 11. Term of this Contract.

The term of this Contract (assuming the conditions precedent in Section 5 have been satisfied) shall expire at the later of (i) October 1, 2031 or (ii) the date on which any moneys held in any accounts or sub-accounts established under this Contract are fully depleted, but in no event shall this Contract run for more than 50 years from the date hereof.

Section 12. Arbitration.

The parties hereto agree to submit any controversy arising under this Contract to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 et seq., the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the Arbitration Code and the parties hereby agree to comply with and be governed by the provisions of the Arbitration Code as to any controversy so submitted to arbitration.

Section 13. Counterparts.

This Contract may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Section 14. Governing Law.

This Contract and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the State of Georgia.

Section 15. Severability.

Should any provision of this Contract or application thereof to any person, entity or circumstance be held invalid or unenforceable, the remainder of this Contract or the application of such provision to any person, entity or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the full extent permitted by law.

Section 16. Notices.

All notices, demands or requests required or permitted to be given pursuant to this Contract shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited or placed in the United States mail, postage prepaid and registered or certified with return receipt requested to the addresses appearing below, or when delivered by hand to the addresses indicated below:

- (a) As to Walton County:
Walton County Board of Commissioners
Attention: Chairman
111 South Broad Street
Monroe, GA 30655
- (b) As to the City of Monroe:
City of Monroe
Attention: Mayor
215 North Broad Street
Monroe, GA 30655
- (c) As to the City of Loganville:
City of Loganville
Attention: Mayor
P.O. Box 39
4303 Lawrenceville Road
Loganville, GA 30052
- (d) As to the City of Social Circle:
City of Social Circle
Attention: Mayor
P.O. Box 310
166 North Cherokee Road
Social Circle, GA 30025

- (d) As to the City of Walnut Grove:
City of Walnut Grove
Attention: Mayor
2581 Leone Avenue
Loganville, GA 30052
- (e) As to the City of Good Hope:
City of Good Hope
Attention: Mayor
P.O. Box 10
169 Highway 83 South
Good Hope, GA 30641
- (g) As to the City of Jersey:
City of Jersey
Attention: Mayor
P.O. Box 218
Jersey, GA 30018
- (h) As to the City of Between:
City of Between
Attention: Mayor
P.O. Box 46
1926 New Hope Church Road
Monroe, GA 30655

Any party to this Contract, may, in the manner provided herein for the giving of notices, specify another or different address to which notices under this Contract must be sent by giving notice thereof to each other party to this Contract.

[Signature Pages Follow]

IN WITNESS WHEREOF, all parties hereto have agreed as of the 13th day of February, 2024.

WALTON COUNTY, GEORGIA

By: _____
Chairman

(SEAL)

Attest:

Clerk

CITY OF MONROE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF LOGANVILLE

By: _____
Mayor

(SEAL)

Attest:

Clerk

[Special Purpose Local Option Sales Tax Intergovernmental Contract]

CITY OF SOCIAL CIRCLE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF WALNUT GROVE

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF GOOD HOPE

By: _____
Mayor

(SEAL)

Attest:

Clerk

[Special Purpose Local Option Sales Tax Intergovernmental Contract]

CITY OF JERSEY

By: _____
Mayor

(SEAL)

Attest:

Clerk

CITY OF BETWEEEN

By: _____
Mayor

(SEAL)

Attest:

Clerk

[Special Purpose Local Option Sales Tax Intergovernmental Contract]

SCHEDULE A

Walton County, Georgia
Sales and Use Tax 2025-2030

Entity	Project	Estimated Costs of Projects
Walton County	Installment payments to the Walton Industrial Building Authority for the acquisition of the Public Safety Complex	\$34,560,000.00
	Transportation projects	\$20,500,000.00
	Parks and recreation projects including the right to make installment payments to the Walton County Public Facilities Authority for the acquisition of the Walnut Grove Park	\$13,000,000.00
	Building projects	\$12,000,000.00
	Water system improvements	\$3,500,000.00
	Vehicle and major equipment acquisition	\$2,264,000.00
	subtotal	\$85,824,000.00
City of Monroe	Public safety projects, vehicles, and equipment	\$6,168,477.20
	Transportation projects	\$6,168,477.20
	Monroe public facilities capital improvements	\$1,079,483.51
	Parks capital improvements	\$2,004,755.09
	subtotal	\$15,421,193.00
City of Loganville	Parks and recreation projects	\$255,026.12
	Public safety projects	\$623,397.18
	Public utility projects	\$5,440,557.22
	Transportation projects	\$5,015,513.69
	subtotal	\$11,334,494.21
City of Social Circle	Transportation projects	\$1,400,000.00
	Water and sewer projects	\$1,200,000.00
	Public safety projects	\$2,124,849.00
	Parks and recreation projects	\$413,482.60
	subtotal	\$5,138,331.60
City of Good Hope	Transportation projects	\$192,609.96
	Parks and recreation projects	\$87,549.98
	Building upgrades	\$70,039.98
	subtotal	\$350,199.92
City of Walnut Grove	Vehicles and major equipment	\$36,500.00
	Sewer expansion/infrastructure	\$800,000.00
	Transportation, drainage, paving and sidewalk projects	\$433,676.00
	Building upgrades	\$63,500.00
	Parks and recreation projects	\$32,000.39
	subtotal	\$1,365,676.39
City of Jersey	Transportation projects	\$45,247.07
	Water system improvements	\$105,576.49
	subtotal	\$150,823.56

City of Between	Transportation projects	\$25,000.00
	Building upgrades and improvements	\$390,281.32
	subtotal	\$415,281.32
	TOTAL	\$120,000,000.00

[Special Purpose Local Option Sales Tax Intergovernmental Contract]

SCHEDULE B

Walton County, Georgia
Sales and Use Tax 2025-2030

Allocation of Sales and Use Tax Proceeds			
Entity		Estimated Costs of Projects	Allocation of Proceeds After Monthly Funding of County's Acquisition of Public Safety Complex from Walton Industrial Building Authority
Walton County, Georgia		\$85,824,000.00*	60.0000%
City of Monroe		\$15,421,193.00	18.0491%
City of Loganville		\$11,334,494.21	13.2660%
City of Social Circle		\$5,138,331.60	6.0140%
City of Good Hope		\$350,199.92	0.4099%
City of Walnut Grove		\$1,365,676.39	1.5984%
City of Jersey		\$150,823.56	0.1765%
City of Between		\$415,281.32	0.4861%
TOTAL		\$120,000,000	100.00%
		*Includes \$34,560,000.00 for the County's installment payments to the Walton Industrial Building Authority for the acquisition of the Public Safety Complex	

[Special Purpose Local Option Sales Tax Intergovernmental Contract]

Exhibit "B"

[Form of Notice of Call of Election]

NOTICE OF CALL OF SPECIAL ELECTION

TO THE QUALIFIED VOTERS OF WALTON COUNTY, GEORGIA

NOTICE IS HEREBY GIVEN that a special election has been called to occur on the 21st day of May, 2024, at the regular polling places in all the election districts of Walton County, Georgia (the "County"), at which time there will be submitted to the qualified voters of the County for their determination the question of whether a special sales and use tax of one percent shall be imposed on all sales and uses in the special district consisting of the County for a period of twenty-four consecutive calendar quarters beginning January 1, 2025 to raise an estimated amount of \$120,000,000 to be used to finance the following projects:

- (i) for the City of Monroe, (A) public safety projects, vehicles and equipment, (B) transportation projects, (C) Monroe public facilities capital improvements, and (D) parks capital improvements;
- (ii) for the City of Loganville, (A) parks and recreation projects, (B) public safety projects, (C) public utility projects, and (D) transportation projects;
- (iii) for the City of Social Circle, (A) transportation projects, (B) water and sewer projects, (C) public safety projects, and (D) parks and recreation projects;
- (iv) for the City of Good Hope, (A) transportation projects, (B) parks and recreation projects, and (C) building upgrades;
- (v) for the City of Walnut Grove, (A) vehicles and major equipment, (B) sewer expansion/infrastructure, (C) transportation, drainage, paving and sidewalk projects, (D) building upgrades, and (E) parks and recreation projects;
- (vi) for the City of Jersey, (A) transportation projects, and (B) water system improvements;
- (vii) for the City of Between, (A) transportation projects, and (B) building upgrades and improvements; and
- (viii) for the County, (A) installation payments for the acquisition of the Public Safety Complex, (B) transportation projects, (C) parks and recreation projects including the right to make installment payments for the acquisition of the Walnut Grove Park, (D) building projects, (E) water system improvements, and (F) vehicle and major equipment acquisition (collectively, the "Projects").

The ballots to be used at such election shall have written or printed thereon substantially the following:

YES
 NO

Shall a special one percent sales and use tax be imposed in the special district consisting of Walton County for a period of time not to exceed 24 calendar quarters and for the raising of an estimated amount of \$120,000,000 for the purpose of funding the following projects: (i) for the City of Monroe, (A) public safety projects, vehicles and equipment, (B) transportation projects, (C) Monroe public facilities capital improvements, and (D) parks capital improvements; (ii) for the City of Loganville, (A) parks and recreation projects, (B) public safety projects, (C) public utility projects, and (D) transportation projects; (iii) for the City of Social Circle, (A) transportation projects, (B) water and sewer projects, (C) public safety projects, and (D) parks and recreation projects; (iv) for the City of Good Hope, (A) transportation projects, (B) parks and recreation projects, and (C) building upgrades; (v) for the City of Walnut Grove, (A) vehicles and major equipment, (B) sewer expansion/infrastructure, (C) transportation, drainage, paving and sidewalk projects, (D) building upgrades, and (E) parks and recreation projects; (vi) for the City of Jersey, (A) transportation projects, and (B) water system improvements; (vii) for the City of Between, (A) transportation projects, and (B) building upgrades and improvements; and (viii) for the County, (A) installation payments for the acquisition of the Public Safety Complex, (B) transportation projects, (C) parks and recreation projects including the right to make installment payments for the acquisition of the Walnut Grove Park, (D) building projects, (E) water system improvements, and (F) vehicle and major equipment acquisition.

The several places for holding said election shall be at the regular and established voting precincts of the election districts of Walton County, Georgia, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

Those residents of Walton County qualified to vote at such election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Board of Commissioners of Walton County and a resolution of the Board of Elections of Walton County.

Notice is hereby further given that the Board of Elections of Walton County called the election herein referenced at its duly noticed meeting on February 16, 2024 by adopting a resolution calling said election.

/s/David G. Thompson
Chairman, Board of
Commissioners of Walton County

/s/Lori Wood
Chairman, Board of Elections
of Walton County

Exhibit "C"

[Form of Notice of Election]

NOTICE OF ELECTION

TO THE QUALIFIED VOTERS OF WALTON COUNTY, GEORGIA

NOTICE IS HEREBY GIVEN that on the 21st day of May, 2024, an election will be held at the regular polling places in all the election districts of Walton County, Georgia (the "County"), at which time there will be submitted to the qualified voters of the County for their determination the question of whether a special sales and use tax of one percent shall be imposed on all sales and uses in the special district consisting of the County for a period of twenty-four consecutive calendar quarters beginning January 1, 2025 to raise an estimated amount of \$120,000,000 to be used to finance the following projects:

- (i) for the City of Monroe, (A) public safety projects, vehicles and equipment, (B) transportation projects, (C) Monroe public facilities capital improvements, and (D) parks capital improvements;
- (ii) for the City of Loganville, (A) parks and recreation projects, (B) public safety projects, (C) public utility projects, and (D) transportation projects;
- (iii) for the City of Social Circle, (A) transportation projects, (B) water and sewer projects, (C) public safety projects, and (D) parks and recreation projects;
- (iv) for the City of Good Hope, (A) transportation projects, (B) parks and recreation projects, and (C) building upgrades;
- (v) for the City of Walnut Grove, (A) vehicles and major equipment, (B) sewer expansion/infrastructure, (C) transportation, drainage, paving and sidewalk projects, (D) building upgrades, and (E) parks and recreation projects;
- (vi) for the City of Jersey, (A) transportation projects, and (B) water system improvements;
- (vii) for the City of Between, (A) transportation projects, and (B) building upgrades and improvements; and
- (viii) for the County, (A) installation payments for the acquisition of the Public Safety Complex, (B) transportation projects, (C) parks and recreation projects including the right to make installment payments for the acquisition of the Walnut Grove Park, (D) building projects, (E) water system improvements, and (F) vehicle and major equipment acquisition (collectively, the "Projects").

The ballots to be used at such election shall have written or printed thereon substantially the following:

/_/_ YES
/_/_ NO

Shall a special one percent sales and use tax be imposed in the special district consisting of Walton County for a period of time not to exceed 24 calendar quarters and for the raising of an estimated amount of \$120,000,000 for the purpose of funding the following projects: (i) for the City of Monroe, (A) public safety projects, vehicles and equipment, (B) transportation projects, (C) Monroe public facilities capital improvements, and (D) parks capital improvements; (ii) for the City of Loganville, (A) parks and recreation projects, (B) public safety projects, (C) public utility projects, and (D) transportation projects; (iii) for the City of Social Circle, (A) transportation projects, (B) water and sewer projects, (C) public safety projects, and (D) parks and recreation projects; (iv) for the City of Good Hope, (A) transportation projects, (B) parks and recreation projects, and (C) building upgrades; (v) for the City of Walnut Grove, (A) vehicles and major equipment, (B) sewer expansion/infrastructure, (C) transportation, drainage, paving and sidewalk projects, (D) building upgrades, and (E) parks and recreation projects; (vi) for the City of Jersey, (A) transportation projects, and (B) water system improvements; (vii) for the City of Between, (A) transportation projects, and (B) building upgrades and improvements; and (viii) for the County, (A) installation payments for the acquisition of the Public Safety Complex, (B) transportation projects, (C) parks and recreation projects including the right to make installment payments for the acquisition of the Walnut Grove Park, (D) building projects, (E) water system improvements, and (F) vehicle and major equipment acquisition.

The several places for holding said election shall be at the regular and established voting precincts of the election districts of Walton County, Georgia, and the polls will be open from 7:00 a.m. to 7:00 p.m. on the date fixed for the election.

Those residents of Walton County qualified to vote at such election shall be determined in all respects in accordance with the election laws of the State of Georgia.

This notice is given pursuant to a resolution of the Board of Commissioners of Walton County and a resolution of the Board of Elections of Walton County.

/s/David G. Thompson
Chairman, Board of
Commissioners of Walton County

/s/Lori Wood
Chairman, Board of Elections
of Walton County

CONSTRUCTION SERVICES AGREEMENT
AUDIO-VISUAL FOR ALCOVY JUDICIAL CIRCUIT

This Construction Services Agreement (the “Agreement”) is made and entered into this 9th day of January, 2024 (the “Effective Date”), by and between **NEWTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“Newton”), **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia (“Walton”), and **CONFERENCE TECHNOLOGIES, INC**, a Missouri corporation with principal office address of 11653 Adie Road, Maryland Heights, Missouri, 63043 (hereinafter referred to as the “Contractor”), collectively referred to herein as the “Parties”.

W I T N E S S E T H:

WHEREAS, the Alcovy Judicial Circuit (the “Alcovy Circuit”) desires to retain a contractor to perform services for the construction of a Project (defined below); and

WHEREAS, the Alcovy Circuit consists of Newton and Walton Counties;

WHEREAS, the Alcovy Circuit received ARPA funds to upgrade the audio-visual in the Superior Court Rooms and Sheriff’s Offices of both Newton and Walton Counties (the “ARPA Funds”);

WHEREAS, this underlying Agreement will be fully funded by said ARPA Funds;

WHEREAS, the Alcovy Circuit solicited proposals for construction of the Project pursuant to the Request for Proposal, 24-01, dated July 19, 2023, attached hereto as “**Exhibit A**” and incorporated herein by reference; and

WHEREAS, the Contractor submitted a complete and timely proposal, attached hereto as “**Exhibit B**” and incorporated herein by reference, and met all proposal requirements such that the Alcovy Circuit awarded Project Number 24-01 to the Contractor; and

WHEREAS, the Alcovy Circuit finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work (defined below) and desires to perform the Work under the terms and conditions provided in the Contract Documents (defined below); and

WHEREAS, the public interest will be served by this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

Section 1. Contract Documents

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the “Contract Documents”:

- A. Request for Proposal, attached hereto as “**Exhibit A**”;
- B. Proposal Documents from Contractor, attached hereto as “**Exhibit B**”;
- C. Scope of Work, attached hereto as “**Exhibit C**”;
- D. Any required Performance Bond and/or Payment Bond, attached hereto collectively as “**Exhibits D.1 and D.2**”;
- E. Noncollusion Affidavit of Contractor, attached hereto as “**Exhibit E**”;
- F. Final Affidavit, attached hereto as “**Exhibit F**”;
- G. Alien Employment Affidavits, attached hereto as “**Exhibits G.1 and G.2**”;
- H. Plans, drawings and specifications, attached hereto collectively as “**Exhibit H**”;
- I. Additional Payment/Retainage Requirements, attached hereto as “**Exhibit I**”;
- J. Key Personnel, attached hereto as “**Exhibit J**”;
- K. Contract Administration provisions (if issued), attached hereto as “**Exhibit K**”;
- L. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 6 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the Alcovy Circuit, as determined by the Alcovy Circuit in its sole discretion, shall govern.

Section 2. Project Description; Architect; Engineer; Contract Administrator

- A. Project. A general description of the Project is as follows: update audio-visual in the Superior Court rooms and Sheriff’s Offices of both Walton and Newton County, as well as (the “Project”). A third-party Architect or Engineer (as identified below) **has/ x has not** been retained related to this Project.
- B. Architect/Engineer (if any).

- (i) Architect [if applicable]. The Project has been designed by N/A (hereinafter referred to as the “Architect”). The Architect will have authority to act on behalf of the County only to the extent provided in the Contract Documents, unless otherwise modified in accordance with the provisions of this Agreement.
 - (ii) Engineer [if applicable]. The Project has been designed by N/A (hereinafter referred to as the “Engineer”). The Engineer will have authority to act on behalf of the County only to the extent provided in the Contract Documents, unless otherwise modified in accordance with the provisions of this Agreement.
- C. Contract Administrator. The Contract Administrator for this Agreement shall be: Randi Fincher.

Section 3. The Work

- A. The Work. The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of Work provided in “**Exhibit C**”, attached hereto and incorporated herein by reference. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents.
- B. Notice to Proceed. Newton and Walton will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work (“Commencement Date”) and the Expected Date of Final Completion (defined in Section 4(A) below). Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.
- C. Plans; Drawings and Specifications. The plans, drawings and specifications provided in “**Exhibit H**”, attached hereto, are hereby acknowledged by the Parties and incorporated herein by reference.
- D. Shop Drawings, Product Data, and Samples. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents, but must be in conformity therewith. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the

Contract Documents.

- (i) “Shop Drawings” are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- (ii) “Product Data” are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- (iii) “Samples” are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

The Contractor shall review for compliance with the Contract Documents and shall approve and submit to the Contract Administrator Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Alcovy Circuit or of separate contractors. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Contract Administrator without action. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved in writing by the Contract Administrator, provided that submittals that are not required by the Contract Documents may be returned without action.

The Work shall be completed in accordance with approved submittals, provided that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Contract Administrator’s approval of Shop Drawings, Product Data, Samples or similar submittals, unless the Contractor has specifically informed the Contract Administrator in writing of such deviation at the time of submittal and (1) the Contract Administrator has given written approval to the specific deviation as a minor change in the Work, or (2) a written Change Order has been issued and approved to authorize the deviation. The Contract Administrator’s approval of the Shop Drawings, Product Data, Samples or similar submittals shall not relieve the Contractor of responsibility for errors or omissions therein.

The Contractor shall, in writing or on resubmitted Shop Drawings, Product Data,

Samples or similar submittals, direct the Contract Administrator's attention to any additional revisions included other than those requested by the Contract Administrator on previous submittals. In the absence of such written notice drawing the Contract Administrator's attention to such additional revisions, the Contract Administrator's approval of a resubmission shall not apply to such additional revisions.

The Contractor shall maintain at the Project site(s) one record copy of the Contract Documents in good order and marked currently to record field changes and selections made during construction and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Alcovy Circuit and Contract Administrator and shall be delivered to the Contract Administrator or Alcovy Circuit upon completion of the Work.

Section 4. Contract Term; Liquidated Damages; Expedited Completion; Partial Occupancy or Use

- A. Contract Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall be completed by **December 31, 2026** ("Expected Date of Final Completion"). Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. Every effort will be made by Contractor to shorten this period.
- B. Time is of the Essence; Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that Alcovy Circuit will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The Alcovy Circuit and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Alcovy Circuit if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the Alcovy Circuit and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the Alcovy Circuit **One Hundred and 00/100 Dollars (\$100.00)** for each and every calendar day that expires after a deadline provided in the Contract Documents.
- C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents. If, in the judgment of the Alcovy Circuit, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the Alcovy Circuit, shall immediately take action to increase the rate of work placement by:
- (1) An increase in working forces;
 - (2) An increase in equipment or tools;

- (3) An increase in hours of work or number of shifts;
- (4) Expediting delivery of materials; and/or
- (5) Other action proposed if acceptable to the Alcovy Circuit.

Within five (5) calendar days after such notice from the Alcovy Circuit that the Work is behind schedule, the Contractor shall notify the Alcovy Circuit in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the Alcovy Circuit deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the Alcovy Circuit's approval and such approval is provided in writing by the Alcovy Circuit.

- D. Partial Occupancy or Use. The Alcovy Circuit may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement between the Alcovy Circuit and Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Alcovy Circuit and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the Alcovy Circuit, Contractor and Contract Administrator shall jointly inspect the area to be occupied, or portion of the Work to be used, in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

Section 5. Contractor's Compensation; Time and Method of Payment

- A. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **\$610,987.87** (the "Maximum Contract Price"), comprising of cost solution price of \$564,903.00 and two additional years of Contractor's complete service agreement, except as outlined in Section 6 below. The compensation for Work performed shall be based upon flat fee and Contractor represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement.
- B. Additional Payment Requirements. Additional payment requirements are included as "**Exhibit I**", attached hereto and incorporated herein by reference.

- C. Material Deviations. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the Alcovy Circuit *before* charges are incurred and shall be handled through written Change Orders, as described in Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- D. Taxes. The Alcovy Circuit and Newton and Walton Counties are governmental tax-exempt entities and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor's request, the Alcovy Circuit and Newton and Walton Counties shall provide evidence of its tax-exempt status. To the extent, if any, that the Alcovy Circuit furnishes tangible personal property to Contractor for incorporation into the Project, Contractor shall be responsible for paying the amount of tax owed for such tangible personal property.

Section 6. Change Orders

- A. Change Order Defined. A "Change Order" means a written modification of the Contract Documents, signed by representatives of the Alcovy Circuit and the Contractor with appropriate authorization.
- B. Right to Order Changes. The Alcovy Circuit reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by the Contractor and the Alcovy Circuit. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the Alcovy Circuit in its sole discretion, the Alcovy Circuit shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.
- C. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the Alcovy Circuit and the Contractor.
- D. Authority to Execute Change Order. The Chairman of the County Board of Commissioners has authority to execute, without further action of the full Board of Commissioners, any number of Change Orders so long as their total effect does not

materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section 5(A) above. Any such Change Orders materially altering the terms of this Agreement, or any Change Order affecting the price where the Maximum Contract Price (as amended) is in excess of \$50,000, must be approved by resolution of both the Newton County Board of Commissioners and Walton County Board of Commissioners.

- E. Minor Changes in the Work. The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

Section 7. Covenants of Contractor

- A. Ethics Code; Conflict of Interest. Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Newton or Walton County Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of his/her knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify the Alcovy Circuit. If the Alcovy Circuit determines that a conflict of interest exists, the Alcovy Circuit may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The Alcovy Circuit shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify the Alcovy Circuit within five (5) business days of becoming aware of the existence of the conflict of interest.
- B. Meetings. The Contractor is required to meet with the Alcovy Circuit's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the Alcovy Circuit. Meetings will occur as problems arise and will be coordinated by the Alcovy Circuit or the Contract Administrator. The Contractor will be given a minimum of three (3) full business days' notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract for cause.
- C. Expertise of Contractor. Contractor accepts the relationship of trust and confidence established between it and the Alcovy Circuit, recognizing that the Alcovy Circuit's

intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Alcovy Circuit and the Project in accordance with Alcovy Circuit's requirements and procedures, and Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

- D. Proper Execution by Contractor. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor's profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia's Open Records Act (O.C.G.A. § 50-18-70, *et seq.*). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not complying with the Contract Documents or not meeting the applicable standard of care or quality, including but not limited to those of repeated procedures and compensation for the Contract Administrator's services or expenses, will be provided at Contractor's expense and at no additional cost to the Alcovy Circuit. This provision shall survive termination of this Agreement.

It is the Contractor's responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Contract Administrator and the Alcovy Circuit in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

The Contractor's duties shall not be diminished by any approval by the Alcovy Circuit or Contract Administrator of Work completed or produced; nor shall any approval by the Alcovy Circuit or Contract Administrator of Work completed or produced release the Contractor from any liability therefor, it being understood that the Alcovy Circuit is ultimately relying upon the Contractor's skill and knowledge in performing the Work required under the Contract Documents.

Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

- E. Familiarity with the Work.
- (i) *Contractor Familiarity with Work.* Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and

regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports and studies relative to that portion of the Work, as well as the information furnished by the Alcovy Circuit, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Contractor represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any errors, inconsistencies, omissions, or ambiguities discovered by the Contractor shall be reported promptly to the Contract Administrator and Alcovy Circuit in writing. Contractor represents that it has given the Alcovy Circuit written notice of all errors, omissions, inconsistencies, or ambiguities that the Contractor has discovered in the Contract Documents so far, and the written resolution thereof by the Alcovy Circuit is acceptable to the Contractor. Further, Contractor acknowledges that its obligation to give notice of all such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the Contractor to notify the Contract Administrator and Alcovy Circuit in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that Contractor discovered or reasonably should have discovered shall result in a waiver and full release by the Contractor of any future arguments or defenses based on such errors, omissions, inconsistencies, or ambiguities against the Alcovy Circuit. Further, if the Contractor fails to perform its obligations pursuant to this paragraph, the Contractor shall pay such costs and damages to the Alcovy Circuit as would have been avoided if the Contractor had performed such obligations.

- (ii) *Inspection of Prior Work.* If part of the Contractor's Work depends for proper execution or results upon construction or operations by a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Alcovy Circuit's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable, and Contractor shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.

(iii) *Contractor Requests for Information.* If, with undue frequency (as determined by the Alcovy Circuit in its sole discretion), the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the Contractor shall be liable to the Alcovy Circuit for reasonable charges from the Contract Administrator for the additional services required to review, research and respond to such requests for information.

F. Supervision, Inspection and Construction Procedures. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Alcovy Circuit and Contract Administrator and shall not proceed with that portion of the Work without further written instructions from the Alcovy Circuit or Contract Administrator as approved in writing by the Alcovy Circuit.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor's subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB),

encountered on the Project site(s) by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Alcovy Circuit and Contract Administrator in writing.

- G. Tests and Inspections. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Alcovy Circuit, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Contract Administrator timely notice of when and where tests and inspections are to be made so that the Contract Administrator may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the Contract Administrator within ten (10) calendar days of issuance.
- H. Budgetary Limitations. Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor's profession and industry. Contractor shall take no calculated risk in the performance of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor's profession and industry, Contractor will give written notice immediately to the Alcovy Circuit.
- I. Alcovy Circuit's Reliance on the Work. The Contractor acknowledges and agrees that the Alcovy Circuit does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the Alcovy Circuit bears no responsibility for Contractor's Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the Alcovy Circuit is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The Alcovy Circuit will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor's performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.
- J. Contractor's Reliance on Submissions by the Alcovy Circuit. Contractor must have timely information and input from the Alcovy Circuit in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the Alcovy Circuit, but Contractor shall be required to provide immediate written notice to the Alcovy Circuit if Contractor knows or reasonably

should know that any information provided by the Alcovy Circuit is erroneous, inconsistent, or otherwise problematic.

- K. Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Contract Administrator's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Contract Administrator, be uncovered for examination by the Contract Administrator and be replaced at the Contractor's expense without change in the Agreement Term.

If a portion of the Work has been covered which the Contract Administrator has not specifically requested to examine prior to its being covered or which the Contract Documents did not require to remain uncovered until examined, the Contract Administrator may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Alcovy Circuit's expense, which expense shall be agreed upon in writing prior to being incurred. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense, unless the condition was caused by the Alcovy Circuit, in which event the Alcovy Circuit shall be responsible for payment of such costs including reasonable charges, if any, by the Contract Administrator for additional service, which expense shall be agreed upon in writing prior to being incurred.

If the Alcovy Circuit prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Alcovy Circuit may do so instead of requiring its removal and correction, in which case the Maximum Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

- L. Clean Up. Contractor shall keep the Project site(s) and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Alcovy Circuit may do so, and the cost thereof shall be charged to the Contractor.
- M. Contractor's Representative. Andrew Pearson shall be authorized to act on Contractor's behalf with respect to the Work as Contractor's designated representative.
- N. Independent Contractor. Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the Alcovy Circuit. Nothing contained in this Agreement shall be construed to make the Contractor, or any of its employees, servants or subcontractors, an employee, servant or agent of

the Alcovy Circuit for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including benefits and 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, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the Alcovy Circuit by virtue of this Agreement with the Contractor. Any provisions of this Agreement that may appear to give the Alcovy Circuit the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the Alcovy Circuit with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the Alcovy Circuit may hire additional entities to perform Work related to this Agreement.

Inasmuch as the Alcovy Circuit and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the Alcovy Circuit's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the Alcovy Circuit without the express knowledge and prior written consent of the Alcovy Circuit.

- O. Responsibility of Contractor and Indemnification of Alcovy Circuit. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the Alcovy Circuit on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Alcovy Circuit and the Alcovy Circuit's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or

not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of the Contractor, its subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

P. Insurance.

- (1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the Alcovy Circuit as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Newton County Manager and Walton County Manager.
- (2) Minimum Limits of Insurance: Contractor shall maintain the following insurance policies with coverage and limits no less than:
 - (a) *Commercial General Liability:* \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

- (b) *Commercial Automobile Liability (owned, non-owned, hired):* \$1,000,000 (one million dollars) combined single limit per occurrence \$1,000,000 (one million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- (d) *Workers' Compensation and Employers' Liability:* Workers' Compensation policy with limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Contractor must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, the Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)
- (3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Alcovy Circuit in writing so that the Alcovy Circuit may ensure the financial solvency of the Contractor; self-insured retentions should be included on the certificate of insurance.
- (4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:
- (a) General Liability, Automobile Liability and (if applicable) Umbrella Liability Coverage.
- (i) *Additional Insured Requirement.* The Alcovy Circuit and Alcovy Circuit's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties.

Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

- (ii) *Primary Insurance Requirement.* The Contractor's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor's insurance and shall not contribute with it.
 - (iii) *Reporting Requirement.* Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
 - (iv) *Separate Coverage.* Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.
 - (v) *Defense Costs/Cross Liability.* Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
 - (vi) *Subrogation.* The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the Alcovy Circuit.
- (b) Workers' Compensation Coverage: The insurer providing Workers' Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the Alcovy Circuit.
- (c) All Coverages:
- (i) *Notice Requirement.* Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to the Alcovy Circuit. The Alcovy Circuit reserves the right to accept alternate notice

terms and provisions, provided they meet the minimum requirements under Georgia law.

- (ii) *Starting and Ending Dates.* Policies shall have concurrent starting and ending dates.
 - (iii) *Incorporation of Indemnification Obligations.* Policies shall include an endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement, including but not limited to Section 7(O) of this Agreement.
- (5) Acceptability of Insurers: The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder's rating of no less than "A-" and with a financial rate of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.
- (6) Verification of Coverage: Contractor shall furnish to the Alcovy Circuit for Alcovy Circuit approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming the Alcovy Circuit as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The Alcovy Circuit reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.
- (7) Subcontractors: Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.
- (8) Claims-Made Policies: Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the

Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.

- (9) Progress Payments: The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractor or insurance carriers from providing the coverage required in this Agreement.
- Q. Bonds. In public works construction contracts valued at more than one hundred thousand dollars (\$100,000.00) or road construction/maintenance contracts valued at five thousand dollars (\$5,000.00) or more, or in any other instance where either Newton or Walton County has elected to include such bond requirements as exhibits to this Agreement, the Contractor shall provide Performance and Payment bonds on the forms attached hereto as “**Exhibits D.1 and D.2**” and with a surety licensed to do business in Georgia and listed on the Treasury Department’s most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- R. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the Alcovy Circuit. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the Alcovy Circuit shall have no obligation to them.
- S. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, the Alcovy Circuit shall not enter into a contract for the physical performance of services unless:
- (1) the Contractor shall provide evidence on Newton and Walton County-provided forms, attached hereto as “**Exhibits G.1 and G.2**” (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 it 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 period, **or**
 - (2) the Contractor provides evidence that it is not required to provide an affidavit because it is an *individual* licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in “**Exhibit G.1**”, and submitted such affidavit to the Alcovy Circuit or provided the Alcovy Circuit with

evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor 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 the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as “**Exhibit G.2**”, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the Alcovy Circuit within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, either Newton or Walton County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor’s and Contractor’s subcontractors’ verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor’s subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Newton or Walton County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor’s subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the counties, the Contractor and Contractor’s subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor’s subcontractors are found to have employed an unauthorized alien, the Newton or Walton County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor’s failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the Alcovy Circuit thereby.

Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a 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.

Contractor hereby agrees that, in the event Contractor 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, the Contractor 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.

T. Records, Reports and Audits.

(1) Records:

- (a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the Alcovy Circuit under this Agreement ("Records") shall be established and maintained by the Contractor in accordance with applicable law and requirements prescribed by the Alcovy Circuit with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by Alcovy Circuit under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.
- (b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the Alcovy Circuit any and all Records in the form requested by the Alcovy Circuit. All Records stored on a computer database must be of a format compatible with the Alcovy Circuit's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as the Alcovy Circuit may deem necessary, Contractor shall make available to the Alcovy Circuit or Alcovy Circuit's representative(s) for examination all Records. The Contractor will permit the Alcovy Circuit or Alcovy Circuit's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for

Alcovy Circuit or Alcovy Circuit's representative(s) to access and inspect the Records, or, at the request of the Alcovy Circuit, shall make the Records available for inspection at the Alcovy Circuit's office. Further, Contractor shall permit the Alcovy Circuit or Alcovy Circuit's representative(s) to observe and inspect any or all of Contractor's facilities and activities during normal hours of business for the purpose of evaluating Contractor's compliance with the terms of this Agreement. In such instances, the Alcovy Circuit or Alcovy Circuit's representative(s) shall not interfere with or disrupt such activities.

- U. Confidentiality. Contractor acknowledges that it may receive confidential information of the Alcovy Circuit and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the Alcovy Circuit. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of Alcovy Circuit information whether specifically deemed confidential or not.

Contractor acknowledges that the Alcovy Circuit's disclosure of documentation is governed by Georgia's Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

- V. Licenses, Certifications and Permits. The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, county or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, which are customarily secured after execution of the Agreement and which are legally required. Contractor shall furnish copies of such permits, licenses, etc. to the Alcovy Circuit within ten (10) days after issuance.
- W. Key Personnel. All of the individuals identified in "**Exhibit J**", attached hereto, are necessary for the successful completion of the Work due to their unique

expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the Project team, as listed in "**Exhibit J**", without written approval of the Alcovy Circuit. Contractor recognizes that the composition of this team was instrumental in the Alcovy Circuit's decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the Alcovy Circuit's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Contractor's obligations under this Agreement and shall be grounds for termination.

- X. Authority to Contract. The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.
- Y. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor ("Materials") shall be the property of the Alcovy Circuit, and the Alcovy Circuit shall be entitled to full access and copies of all Materials in the form prescribed by the Alcovy Circuit. Any Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the Alcovy Circuit whether or not the Project or Work is commenced or completed, provided, however, that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final delivery to the Alcovy Circuit, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the Alcovy Circuit, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.
- Z. Nondiscrimination. 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, the Contractor agrees that, during performance of this Agreement, Contractor, 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, Contractor 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.

Section 8. Covenants of the Alcovy Circuit

- A. Right of Entry. The Alcovy Circuit shall provide for right of entry for Contractor and Contractor's equipment as required for Contractor to complete the Work; provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.
- B. Newton County Representative. T.J. BeMent shall be authorized to act on Newton County's behalf with respect to the Work as Newton County's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.
- C. Walton County Representative. T. J BeMent shall be authorized to act on Walton County's behalf with respect to the Work as Walton County's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 9. Final Project Documents; Warranty

- A. Final Project Documents. Prior to final payment, Contractor shall deliver to Alcovy Circuit a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all contractors' and manufacturers' warranties. At such time, Contractor shall also deliver to the Alcovy Circuit copies of all as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the Alcovy Circuit.
- B. Warranty. The Contractor warrants to the Alcovy Circuit and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the Alcovy Circuit or modifications to the Work not executed by the Contractor or an employee/subcontractor/sub-subcontractor thereof.

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one year (the "Warranty Period") from the date of Final Completion (as defined in "Exhibit I", attached hereto and incorporated herein by reference) at no additional cost to the Alcovy Circuit. Further, Contractor shall provide a manufactured material warranty of twenty-five years (the "Maintenance Period") from the date of Final Completion at no additional cost to the Alcovy Circuit. An inspection shall be conducted by the Alcovy Circuit or its representative(s) near the completion of the respective Warranty Period/Maintenance Period to identify any issues that must

be resolved by the Contractor. After the expiration of the Maintenance Period, Alcovy Circuit shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of any Warranty Period or Maintenance Period shall not affect the Contractor's continued liability under an implied warranty of merchantability and fitness. All warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond any Warranty Period or Maintenance Period. Alcovy Circuit may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference.

Section 10. Termination

- A. For Convenience. The Alcovy Circuit may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date.
- B. For Cause. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of Alcovy Circuit's failure to pay the Contractor within thirty (30) calendar days of Contractor providing the Alcovy Circuit with notice of a delinquent payment and an opportunity to cure. The Alcovy Circuit may terminate this Agreement for cause as provided in Section 11 of this Agreement. The Alcovy Circuit shall give Contractor at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The Alcovy Circuit shall then make alternative arrangements for completion of the Project.
- D. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section 4(A) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the Alcovy Circuit.
- E. Payment. Provided that no damages are due to the Alcovy Circuit for Contractor's failure to perform in accordance with this Agreement, and except as otherwise provided herein, the Alcovy Circuit shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The Alcovy Circuit shall have no further liability to Contractor for such termination. At its sole discretion, the Alcovy Circuit may pay Contractor for additional value received as a result of Contractor's efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Agreement is terminated for cause, the Alcovy Circuit will make no further payment to the Contractor or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, Alcovy Circuit shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the Alcovy Circuit.

- F. Assumption of Contracts. The Alcovy Circuit reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The Alcovy Circuit will promptly notify the Contractor of the contracts the Alcovy Circuit elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.
- F. Conversion to Termination for Convenience. If the Alcovy Circuit terminates this Agreement for cause and it is later determined that the Alcovy Circuit did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section 10(A) above.
- G. Requirements Upon Termination. Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the Alcovy Circuit, and not incur any new obligations, unless the Alcovy Circuit directs otherwise; and (2) promptly deliver to the Alcovy Circuit all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the Alcovy Circuit.
- H. Reservation of Rights and Remedies. The rights and remedies of the Alcovy Circuit and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

Section 11. Alcovy Circuit Rights; Contractor Default

- A. Alcovy Circuit Rights Related to the Work.
- (i) *Alcovy Circuit's Right to Stop the Work.* If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the Alcovy Circuit may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Alcovy Circuit to stop the

Work shall not give rise to a duty on the part of the Alcovy Circuit to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.

(ii) *Alcovy Circuit's Right to Carry Out the Work.* If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the Alcovy Circuit to commence and/or continue correction of such default or neglect with diligence and promptness, the Alcovy Circuit may, without prejudice to other remedies the Alcovy Circuit may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Alcovy Circuit's expenses and compensation for the Architect/Engineer's and/or Contract Administrator's additional services (if any) made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Alcovy Circuit.

- B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor's obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds \$100,000 and is no longer subject to appeal or, in the opinion of the Alcovy Circuit, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the Alcovy Circuit has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the Alcovy Circuit is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of Contractor's default under this Agreement, the Alcovy Circuit shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least seven (7) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the Alcovy Circuit. If the default is not remedied during the stated cure period, then the Alcovy Circuit may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge the Contractor for the costs of curing the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the Alcovy Circuit for such default.

Section 12. Construction Administration

If a Contract Administrator other than the Alcovy Circuit has been hired in relation to the Project, the Contract Administrator's administration of the construction of the Project shall be as described in "**Exhibit K**", attached hereto. The Contractor agrees to the construction administration provisions contained in "**Exhibit K.**"

Section 13. Miscellaneous

- A. Complete Agreement. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.
- B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Newton County, Georgia or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Contractor submits to the jurisdiction and venue of such court.
- C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- D. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.
- E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the Alcovy Circuit for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

F. Notices.

(1) *Communications Relating to Day-to-Day Activities.*

All communications relating to the day-to-day activities of the Work shall be exchanged between Ken Wynne for Newton County, Ken Wynne for Walton County, and Andrew Pearson for the Contractor, between the hours of 8:00 a.m and 5:00 p.m., Monday through Friday.

(2) *Official Notices.*

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

NOTICE TO COUNTIES shall be sent to:

Newton County
Attn: County Manager
1113 Usher Street – Suite 203
Covington, GA 30014

Walton County
Attn: County Manager
303 South Hammond Drive – Suite 330
Monroe, GA 30655

NOTICE TO CONTRACTOR shall be sent to:

Conference Technologies, Inc.
Attn: Dan Bunyard
11653 Adie Road
Maryland Heights, MO 63043

G. Waiver of Agreement. No failure by the Alcovy Circuit to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the Alcovy Circuit at variance with the terms and conditions of this Agreement shall constitute a general

waiver of any future breach or default or affect the Alcovy Circuit's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express 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.

- H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranties, and insurance maintenance requirements.
- I. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of the either Newton or Walton County's sovereign immunity or any individual's qualified good faith or official immunities.
- J. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of Alcovy Circuit's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the Alcovy Circuit or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance of services under this Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the Alcovy Circuit, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.
- K. Force Majeure. Neither the Alcovy Circuit nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
- L. Headings. All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

- M. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.
- N. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.
- O. Agreement Construction and Interpretation. Contractor represents that it has reviewed and become familiar with this Agreement and has notified the Alcovy Circuit of any discrepancies, conflicts or errors in the Contract Documents. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.
- P. Material Condition. Each term of this Agreement is material, and Contractor’s breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the Alcovy Circuit at law or in equity.
- Q. Use of Singular and Plural. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date first above written.


CONTRACTOR:

CONFERENCE TECHNOLOGIES, INC.



Dan Bunyard, CFO

Attest/Witness:

Signature: 

Print Name: Andrew Pearson
VP System Integration

NEWTON COUNTY, GEORGIA



By: Marcello Banes, Chairman

Attest:

Signature: 

Jackie Smith, County Clerk



Approved as to form:

County Attorney

WALTON COUNTY, GEORGIA

By: David Thompson, Chairman

[COUNTY SEAL]

Attest:

Signature: _____
_____, County Clerk

Approved as to form:

County Attorney

“EXHIBIT A”

Request for Proposal

“EXHIBIT B”

Contractor’s Proposal Documents

“EXHIBIT C”

See Exhibit “A”

“EXHIBITS D.1 AND D.2”

“EXHIBIT D.1”

PERFORMANCE BOND

NEWTON COUNTY AND WALTON COUNTY, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT CONFERENCE TECHNOLOGIES, INC. (as CONTRACTOR, hereinafter referred to as the “Principal”), and _____ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto Newton County and Walton County, Georgia (as OWNERS, hereinafter referred to as the “Counties”), for the use and benefit of the Counties, in the sum of Five Hundred Sixty-Four Thousand Nine Hundred and Three Dollars (\$564,903.00) lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the Counties for the upgrade of audio visual system (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions and requirements of the Contract, including and during the period of any warranties or guarantees required thereunder, and all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, and if the Principal and the Contractor’s Surety shall indemnify and hold harmless the Counties from any and all

losses, liability and damages, claims, judgments, liens, costs and fees of every description, including but not limited to, any damages for delay, which the Counties may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:
 - a. The Contractor's Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the Counties to the Contractor's Surety; and
 - b. The means, method or procedure by which the Contractor's Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the Counties.

The Contractor's Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor’s Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.

CONTRACTOR (“Principal”):

CONFERENCE TECHNOLOGIES, INC.

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

CONTRACTOR’S SURETY:

By: _____ (signature)

_____ (print)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (print)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

“EXHIBIT D.2”

PAYMENT BOND

NEWTON COUNTY AND WALTON COUNTY, GEORGIA

KNOW ALL MEN BY THESE PRESENTS THAT CONFERENCE TECHNOLOGIES, INC. (as CONTRACTOR, hereinafter referred to as the “Principal”), and _____ (as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held and firmly bound unto Newton County and Walton County, Georgia (as OWNERS, hereinafter referred to as the “Counties”), for the use and benefit of any “Claimant,” as hereinafter defined Five Hundred Sixty-Four Thousand Nine Hundred and Three Dollars (\$564,903.00), lawful money of the United States of America, for the payment of which the Principal and the Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement with the Counties for upgrading of audio visual system (hereinafter referred to as “the PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter referred to as the “CONTRACT”).

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and materials used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

A “Claimant” shall be defined herein as any Subcontractor, person, Party, partnership, corporation, or other entity furnishing labor, services, or materials used or reasonably required for

use in the performance of the Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the Counties, or the filing of a Lien against the property of the Counties affected by the Contract, the Contractor's Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor's Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]

CONTRACTOR:

CONFERENCE TECHNOLOGIES, INC.

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

CONTRACTOR'S SURETY:

By: _____ (signature)

_____ (printed)

Title: _____ (SEAL)

Date: _____

Attest:

_____ (signature)

_____ (printed)

Title: _____

Date: _____

(ATTACH SURETY'S POWER OF ATTORNEY)

“EXHIBIT E”

“EXHIBIT F”

FINAL AFFIDAVIT

**STATE OF GEORGIA
COUNTY OF NEWTON**

TO NEWTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ or any of its subcontractors in connection with the construction of _____ for Newton County, Georgia have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which Newton County, Georgia on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this ____ day of _____, 20____, _____, who under oath deposes and says that he is _____ of the firm of _____, that he has read the above statement, and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

[NOTARY SEAL]

My Commission Expires

FINAL AFFIDAVIT

**STATE OF GEORGIA
COUNTY OF WALTON**

TO WALTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by _____ or any of its subcontractors in connection with the construction of _____ for Walton County, Georgia have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which Walton County, Georgia on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this ____ day of _____, 20____, _____, who under oath deposes and says that he is _____ of the firm of _____, that he has read the above statement, and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

[NOTARY SEAL]

My Commission Expires

“EXHIBIT G.1”

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA
COUNTY OF _____

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 Newton County 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:

499696
Federal Work Authorization User Identification
Number

2/3/2012
Date of Authorization

Conference Technologies, Inc.
Name of Contractor

Alcovy Judicial Circuit Audio
Visual
Name of Project

Newton County, Georgia /Walton County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on Jan 10, 20 24 in St. Louis
(city), MO (state).

Kathleen O'Donnell
Signature of Authorized Officer or Agent

Kathleen O'Donnell, Accounting Director
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON
THIS THE 10 DAY OF January, 20 24.

[Signature]
Notary Public

[NOTARY SEAL]

My Commission Expires: 9/29/2027



“EXHIBIT G.2”

SUBCONTRACTOR AFFIDAVIT

STATE OF GEORGIA
COUNTY OF _____

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 Conference Technologies, Inc., on behalf of Newton County 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 (5) 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 (5) 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

Alcovy Judicial Circuit Audio
Visual
Name of Project

Newton County, Georgia
Name of Public Employer

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

Executed on _____, 20__ 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
_____, 20__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: _____

“EXHIBIT H”

Reserved

“EXHIBIT I”

ADDITIONAL PAYMENT TERMS

- A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.
- (i) “Substantial Completion” means when the Work or designated portion thereof is complete in accordance with the Contract Documents so that any remaining Work includes only (1) Minor Items that can be completed or corrected within the following thirty (30) calendar days, (2) Permitted Incomplete Work that will be completed by the date agreed upon by the Parties, and (3) any Warranty Work. Substantial Completion shall require complete operation of all applicable building systems including, but not limited to, mechanical, electrical, plumbing, fire protection, fire alarm, telecom, data, security, elevators, life safety, and accessibility (if any).
 - (ii) “Minor Item” means a portion or element of the Work that can be totally complete within thirty (30) calendar days.
 - (iii) “Permitted Incomplete Work” means Work that is incomplete through no fault of the Contractor, as determined by the County in its sole discretion.
 - (iv) “Final Completion” means when the Work has been completed in accordance with terms and conditions of the Contract Documents.
- B. Payment for Work Completed and Costs Incurred. Alcovy Circuit agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the Contract Administrator and the Alcovy Circuit that the Work was actually performed and costs actually incurred in accordance with this Agreement. Payment shall be based on the value of the Work completed, as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and, only if approved in writing by the Alcovy Circuit (which approval shall be given at the sole discretion of the Alcovy Circuit), such materials and equipment suitably stored, insured, and protected off site at a location approved by the Alcovy Circuit in writing, less retainage (as described below). Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the Alcovy Circuit to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon final payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

The Alcovy Circuit shall pay the Contractor within thirty (30) calendar days after approval of the invoice by Alcovy Circuit staff, less any retainage as described in Section D below.

No payments will be made for unauthorized work. Payment will be sent to the designated address by U. S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the Alcovy Circuit or may make written requests for the Alcovy Circuit to deliver payments to the Contractor by Federal Express delivery at the Contractor's expense.

- C. Evaluation of Payment Requests. The Contract Administrator will evaluate the Contractor's applications for payment and will either issue to the Alcovy Circuit a Certificate for Payment (with a copy of the Contractor's application for payment) for such amount as the Contract Administrator determines is properly due, or notify the Contractor and Alcovy Circuit in writing of the Contract Administrator's reasons for withholding certification in whole or in part. The Contract Administrator may reject Work that does not conform to the Contract Documents and may withhold a Certificate of Payment in whole or in part, to the extent reasonably necessary to protect the Alcovy Circuit. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

Even following a Certificate of Payment, the Alcovy Circuit shall have the right to refuse payment of any invoice or part thereof that is not properly supported, or where requests for payment for Work or costs are in excess of the actual Work performed or costs incurred, or where the Work product provided is unacceptable or not in conformity with the Contract Documents, as determined by the Alcovy Circuit in its sole discretion. The Alcovy Circuit shall pay each such invoice or portion thereof as approved, provided that neither the approval or payment of any such invoice, nor partial or entire use or occupancy of the Project by the Alcovy Circuit, shall be considered to be evidence of performance by the Contractor to the point indicated by such invoice, or of receipt or acceptance by the Alcovy Circuit of Work covered by such invoice, where such work is not in accordance with the Contract Documents.

- D. Final Payment and Retainage. The Alcovy Circuit and Contractor shall comply with the provisions of O.C.G.A. § 13-10-80. The Contractor through each invoice may request payment of no more than ninety-five percent (95%) of that portion of the Work completed during the term covered by such invoice. Payment for the remaining five percent (5%) of Work completed and covered by such invoices shall be retained by the County until Substantial Completion. At the discretion of the Alcovy Circuit and with the written approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

At Substantial Completion of the Work and as the Contract Administrator determines the Work to be reasonably satisfactory, the Alcovy Circuit shall, within thirty (30) days after the invoice and other appropriate documentation as may be required by the Contract Documents are provided to the Alcovy Circuit, pay the retainage to the Contractor. If at that time there are any remaining incomplete Minor Items or Permitted Incomplete Work, an amount equal to 200 percent of the value of each Minor Item or Permitted Incomplete Work, as determined by the Contract Administrator in its sole discretion, shall be withheld until such item, items or work are completed. The reduced retainage shall be shared by the

Contractor and subcontractors as their interests may appear.

The Contractor shall, within ten (10) days from its receipt of retainage from the Alcovy Circuit, pass through payments to subcontractors and shall reduce each subcontractor's retainage by the same percentage amount as the Contractor's retainage is reduced by the Alcovy Circuit; provided, however, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

The subcontractor shall, within ten (10) days from the subcontractor's receipt of retainage from the Contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor's retainage in the same manner as the subcontractor's retainage is reduced by the Contractor; provided, however, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work, including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Final payment of any retained amounts to the Contractor shall be made after certification by the Contract Administrator that the Work has been satisfactorily completed and is accepted in accordance with the Agreement and Contract Documents.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Contract Administrator (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Alcovy Circuit or Alcovy Circuit property might be responsible or encumbered (less amounts withheld by Alcovy Circuit) have been paid or otherwise satisfied, as shown in "Exhibit F", attached to this Agreement, (2) a certificate evidencing that insurance, required by the Contract Documents to remain in force after final payment, is currently in effect and will not be canceled or allowed to expire until at least thirty (30) calendar days prior written notice has been given to the Alcovy Circuit; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) a release or waiver of liens, claims, security interests, and encumbrances by all subcontractors and material suppliers, and (6), if required by the Alcovy Circuit, other data establishing payment or satisfaction of obligations, such as receipts, to the extent and in such form as may be designated by the Alcovy Circuit. If a subcontractor or material supplier refuses to furnish a release or waiver as required by the County, the Contractor may furnish a bond satisfactory to the Alcovy Circuit to indemnify the Alcovy Circuit against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Alcovy Circuit all money that the Alcovy Circuit may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except those claims previously made in writing and identified by that payee as unsettled at the time of final application for payment.

“EXHIBIT J”
KEY PERSONNEL

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

<u>Individual</u>	<u>Position</u>
Andrew Pearson	

“EXHIBIT K”



February 2, 2024

Ms. Rhonda Hawk, Purchasing Director
Walton County
111 South Broad Street
Monroe, GA 30655

**Re: Walton County Public Safety Complex Temporary Construction Access Road, RFB 2024-05
Recommendation of Award; Bid Date February 1, 2024**

Dear Ms. Hawk:

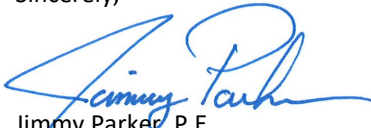
On Thursday, February 1, 2024 the Walton County Board of Commissioners received three (3) bids for the Walton County Public Safety Complex Temporary Construction Access Road Phase 2 project (RFB 2024-05). The work shall include, but is not limited to minor clearing and grubbing, erosion control, roadway base, storm drainage, signage, pavement markings and miscellaneous appurtenances for the temporary construction access roadway from Baker Street to SR 10/US78 at Cherry Hill Road.

Please note that final asphalt paving will be completed under a future Phase 3 following completion of the Public Safety Complex.

A copy of the complete Bid Tabulation is attached for your review. The low bid was submitted by ER Snell Contractor, Inc. from Snellville, Georgia 30078 in the amount of **ONE MILLION, EIGHT HUNDRED SIXTY THOUSAND, SIX HUNDRED FIFTY-FIVE DOLLARS AND 26/100 (\$1,860,655.26)**. The apparent low bidder is very qualified and the bid amount is within the projected budget. **Therefore, we recommend the Board of Commissioners consider award of a contract for the Walton County Public Safety Complex Temporary Construction Access Road Phase 2 (RFB 2024-05) to ER Snell Contractor, Inc. in the amount of \$1,860,655.26.**

Please feel free to call or email me with any questions regarding our review of the bids received.

Sincerely,


Jimmy Parker, P.E.
Executive Vice President

cc: Chairman David G. Thompson, Walton County Board of Commissioners
File


G:\DOCUMENT\03\03-170PSC Public Safety Complex Access Rd\Bid Phase\Bid Phase_Phase 2_Temporary Construction Road Phase\Recommendation Letter.doc

Walton County Public Safety Complex Temporary Construction Access Road, RFB 2024-05 for Walton County Board of Commissioners

BID TABULATION				ER Snell Contractor, Inc.		Wilson Construction Management		Summit Construction	
ITEM #	Description	Units	Est. # of Units	Unit Price Quote	Total for Item	Unit Price Quote	Total for Item	Unit Price Quote	Total for Item
1	Traffic Control	LS	1	\$23,900.00	\$23,900.00	\$132,627.00	\$132,627.00	\$124,025.00	\$124,025.00
2	Grading Complete - Project	LS	1.00	\$528,000.00	\$528,000.00	\$1,016,955.00	\$1,016,955.00	\$963,205.69	\$963,205.69
3	GR AGGR Base CRS, Incl Malt	TN	9,821	\$40.75	\$400,205.75	\$37.00	\$363,377.00	\$48.00	\$471,408.00
4	AGGR Surf CRS	TN	300	\$40.75	\$12,225.00	\$37.00	\$11,100.00	\$48.00	\$14,400.00
5	Recycled Asphalt Conc Patching, Incl Bitum Malt & H Lime	TN	50	\$310.00	\$15,500.00	\$557.00	\$27,850.00	\$350.00	\$17,500.00
6	Recycles Asphalt Conc 9.5 MM Superpave, GP 2 Only, Incl Bitum Malt	TN	47	\$261.00	\$12,267.00	\$257.00	\$12,079.00	\$250.00	\$11,750.00
7	Recycled Asphalt Conc 12.5 MM Superpave, GP 2 Only, Incl Bitum Malt & H Lime	TN	111	\$127.00	\$14,097.00	\$223.00	\$24,753.00	\$240.00	\$26,640.00
8	Recycled Asphalt Conc 19 MM Superpave, GP 1 or 2, Incl Bitum Matl	TN	382	\$122.00	\$46,604.00	\$170.00	\$64,940.00	\$220.00	\$84,040.00
9	Tack Coat	GAL	88	\$3.45	\$303.60	\$40.00	\$3,520.00	\$16.50	\$1,452.00
10	Plain Conc Ditch Paving, 4 In	SY	17	\$125.00	\$2,125.00	\$150.00	\$2,550.00	\$120.00	\$2,040.00
11	Concrete Curb & Gutter, 8 in x 24 in, TP 2	LF	310	\$40.75	\$12,632.50	\$35.00	\$10,850.00	\$40.00	\$12,400.00
12	Class B Concrete	CY	8	\$962.00	\$7,696.00	\$2,000.00	\$16,000.00	\$350.00	\$2,800.00
13	Bar Reinforced Steel	LB	112	\$3.40	\$380.80	\$1.00	\$112.00	\$3.50	\$392.00
14	Sand-Cement Bag Rip Rap, 8 Inch	CY	3	\$953.00	\$2,859.00	\$1,000.00	\$3,000.00	\$1,000.00	\$3,000.00
15	Barricades	LF	110.0	\$234.00	\$25,740.00	\$100.00	\$11,000.00	\$180.00	\$19,800.00
16	Guardrail, TP W	LF	2,246.0	\$28.25	\$63,449.50	\$25.00	\$56,150.00	\$25.00	\$56,150.00
17	Guardrail Anchor, TP 1	EA	6.0	\$2,260.00	\$13,560.00	\$2,168.00	\$13,008.00	\$2,000.00	\$12,000.00
18	Guardrail Terminal, TP 12A, 31 In, Tangent, Energy-Absorbing	EA	4	\$3,850.00	\$15,400.00	\$3,686.00	\$14,744.00	\$3,400.00	\$13,600.00
19	Chain Link Fence w Ext Arms & Barbed Wire, Zc Coat, 7 ft, 9 Ga	LF	622	\$38.00	\$23,636.00	\$34.00	\$21,148.00	\$33.55	\$20,868.10
20	Gate Chain Link Zc Coat	EA	1	\$1,700.00	\$1,700.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
21	Barrier Fence (Orange), 4 FT	LF	500	\$4.00	\$2,000.00	\$4.00	\$2,000.00	\$3.50	\$1,750.00
22	Geogrid Fabric (TENSAR Interax NX850 Geogrid or Equivalent)	SY	8,500	\$10.00	\$85,000.00	\$12.00	\$102,000.00	\$9.50	\$80,750.00
23	Enhanced Dry Swale, No. CS-1	EA	1	\$40,800.00	\$40,800.00	\$32,000.00	\$32,000.00	\$59,444.69	\$59,444.69
24	Enhanced Dry Swale, No. CS-2	EA	1	\$45,200.00	\$45,200.00	\$36,000.00	\$36,000.00	\$122,412.18	\$122,412.18
25	Enhanced Dry Swale, No. A-1	EA	1	\$61,200.00	\$61,200.00	\$58,000.00	\$58,000.00	\$80,455.70	\$80,455.70
26	Enhanced Dry Swale, No. A-2	EA	1	\$29,900.00	\$29,900.00	\$20,800.00	\$20,800.00	\$48,672.84	\$48,672.84
27	Wet Detention Pond, No. 1	EA	1.00	\$51,200.00	\$51,200.00	\$120,500.00	\$120,500.00	\$65,500.00	\$65,500.00
28	Storm Drain Pipe, 15 In, H 1-10	LF	5	\$253.00	\$1,265.00	\$224.00	\$1,120.00	\$120.00	\$600.00
29	Storm Drain Pipe, 18 In, H 1-10	LF	82	\$91.75	\$7,523.50	\$77.00	\$6,314.00	\$110.00	\$9,020.00
30	Storm Drain Pipe, 24 In, H 1-10	LF	81	\$111.00	\$8,991.00	\$91.00	\$7,371.00	\$140.00	\$11,340.00
31	Storm Drain Pipe, 24 In, H 10-15	LF	132	\$123.00	\$16,236.00	\$181.00	\$23,892.00	\$135.00	\$17,820.00
32	Storm Drain Pipe, 30 In, H 1-10	LF	188	\$125.00	\$23,500.00	\$126.00	\$23,688.00	\$180.00	\$33,840.00
33	Side Drain Pipe, 18 In, H 1-10	LF	173	\$72.50	\$12,542.50	\$80.00	\$13,840.00	\$110.00	\$19,030.00
34	Side Drain Pipe, 24 In, H 1-10	LF	30	\$102.00	\$3,060.00	\$103.00	\$3,090.00	\$140.00	\$4,200.00
35	Safety End Section, 18 In, Side Drain, 4:1	EA	4	\$646.00	\$2,584.00	\$2,935.00	\$11,740.00	\$1,500.00	\$6,000.00
36	Safety End Section, 24 In, Side Drain, 4:1	EA	2	\$928.00	\$1,856.00	\$5,615.00	\$11,230.00	\$2,150.00	\$4,300.00
37	Flare End Section 15 In, Storm Drain	EA	1	\$984.00	\$984.00	\$1,976.00	\$1,976.00	\$1,500.00	\$1,500.00
38	Flare End Section 18 In, Storm Drain	EA	1	\$1,160.00	\$1,160.00	\$2,069.00	\$2,069.00	\$1,500.00	\$1,500.00
39	Flare End Section 24 In, Storm Drain	EA	3	\$1,420.00	\$4,260.00	\$2,207.00	\$6,621.00	\$2,150.00	\$6,450.00
40	Flare End Section 30 In, Storm Drain	EA	1.0	\$1,590.00	\$1,590.00	\$2,836.00	\$2,836.00	\$2,150.00	\$2,150.00
41	Storm Sewer manhole, TP 1	EA	1.0	\$6,810.00	\$6,810.00	\$5,254.00	\$5,254.00	\$6,500.00	\$6,500.00
42	Strom Sewer Manhole, TP 1, Addl Depth, Cl2	LF	5	\$734.00	\$3,670.00	\$379.00	\$1,895.00	\$450.00	\$2,250.00
43	Turf Reinforcement Matting, TP 1	SY	4,082	\$6.50	\$26,533.00	\$6.00	\$24,492.00	\$3.50	\$14,287.00
44	Turf Reinforcement Matting, TP 2	SY	711	\$6.50	\$4,621.50	\$6.00	\$4,266.00	\$5.00	\$3,555.00
45	Temporary Grassing	AC	2	\$838.00	\$1,424.60	\$700.00	\$1,190.00	\$1,800.00	\$3,060.00
46	Mulch	TN	27	\$559.00	\$15,093.00	\$300.00	\$8,100.00	\$120.00	\$3,240.00
47	Construct and Remove Construction Exits	EA	1	\$2,360.00	\$2,360.00	\$2,704.00	\$2,704.00	\$2,800.00	\$2,800.00
48	Construction Exit Tire Cleaning Station (Per Day)	EA	1	\$2,940.00	\$2,940.00	\$1,626.00	\$1,626.00	\$1,500.00	\$1,500.00
49	Construct and Remove Silt Control Gate, TP 3	EA	3	\$1,270.00	\$3,810.00	\$867.00	\$2,601.00	\$550.00	\$1,650.00
50	Construct and Remove Rip Rap Check Dams, Stone Plain Rip Rap/Sand Bags	EA	97.00	\$539.00	\$52,283.00	\$250.00	\$24,250.00	\$350.00	\$33,950.00
51	Construct and Remove Temporary Sediment Barrier or Bales Straw Check Dam	LF	442	\$12.50	\$5,525.00	\$32.50	\$14,365.00	\$8.50	\$3,757.00
52	Construct and Remove Rock Filter Dams	EA	1.00	\$2,500.00	\$2,500.00	\$1,518.00	\$1,518.00	\$450.00	\$450.00
53	Maintenance of Temporary Silt Fence, TP A	LF	5,023	\$0.11	\$552.53	\$0.50	\$2,511.50	\$0.40	\$2,009.20
54	Maintenance of Temporary Silt Fence, TP C	LF	1,682	\$0.11	\$185.02	\$0.50	\$841.00	\$1.00	\$1,682.00
55	Maintenance of Check Dams, All Types	LF	367	\$4.60	\$1,688.20	\$2.00	\$734.00	\$2.50	\$917.50
56	Maintenance of Construction Exit	EA	1	\$1,020.00	\$1,020.00	\$500.00	\$500.00	\$500.00	\$500.00
57	Maintenance of Rock Filter Dam	EA	1	\$916.00	\$916.00	\$488.00	\$488.00	\$100.00	\$100.00
58	Maintenance of Construction Exit Tire Wash Area (Per Each)	EA	1	\$1,380.00	\$1,380.00	\$1,200.00	\$1,200.00	\$250.00	\$250.00
59	Water Quality Monitoring and Sampling	EA	3	\$344.00	\$1,032.00	\$150.00	\$450.00	\$500.00	\$1,500.00
60	Water Quality Inspections	MO	4	\$1,430.00	\$5,720.00	\$650.00	\$2,600.00	\$500.00	\$2,000.00
61	Temporary Silt Fence, Type A	LF	5,023	\$5.65	\$28,379.95	\$2.50	\$12,557.50	\$3.50	\$17,580.50
62	Temporary Silt Fence, Type C	LF	1,682	\$7.15	\$12,026.30	\$5.00	\$8,410.00	\$5.00	\$8,410.00
63	Stn Dumped Rip Rap, Tp 1, 24 In	SY	70	\$84.75	\$5,932.50	\$97.00	\$6,790.00	\$110.00	\$7,700.00
64	Stn Dumped Rip Rap, Tp 1, 18 In	SY	30	\$86.25	\$2,587.50	\$88.00	\$2,640.00	\$95.00	\$2,850.00
65	Plastic Filter Fabric	SY	100.0	\$5.50	\$550.00	\$5.00	\$500.00	\$6.50	\$650.00
66	Permanent Grassing	AC	6.8	\$1,610.00	\$10,964.10	\$1,400.00	\$9,534.00	\$2,400.00	\$16,344.00
67	Agricultural Lime	TN	6	\$651.00	\$3,906.00	\$300.00	\$1,800.00	\$150.00	\$900.00
68	Fertilizer Mixed Grade	TN	2	\$1,240.00	\$2,480.00	\$500.00	\$1,000.00	\$250.00	\$500.00
69	Fertilizer Nitrogen Content	LB	341	\$1.85	\$630.85	\$1.50	\$511.50	\$20.00	\$6,820.00
70	Erosion Control Mats, Slopes	SY	18,005	\$1.45	\$26,107.25	\$1.50	\$27,007.50	\$2.00	\$36,010.00
71	Highway Signs, TP 1 Matl, Refl Sheeting, Tp 11	SF	48	\$17.00	\$816.00	\$27.00	\$1,296.00	\$50.00	\$2,400.00
72	Highway Signs, TP 2 Matl, Refl Sheeting, Tp 11	SF	43	\$17.00	\$731.00	\$27.00	\$1,161.00	\$50.00	\$2,150.00
73	Gal Steel Posts, TP 7	LF	136	\$13.50	\$1,836.00	\$10.00	\$1,360.00	\$18.50	\$2,516.00
74	Thermoplastic Solid Traf Stripe, 5, In, Yellow	LF	437	\$2.25	\$983.25	\$4.00	\$1,748.00	\$5.00	\$2,185.00
BID AMOUNT					\$1,860,655.26		\$2,472,044.00		\$2,628,575.90

Engineer's Statement: I hereby state that to the best of my knowledge and belief, the above quote amounts are correct and reflect the amounts presented to the Walton County Board of Commissioners on Thursday, February 1, 2024 at 10:00 AM.

PRECISION PLANNING, INC.


Jimmy Parker, P.E., Project Manager

Rhonda Hawk

From: David Thompson <davidg.thompson@co.walton.ga.us> on behalf of David Thompson
Sent: Friday, January 19, 2024 5:51 AM
To: Rhonda Hawk; Charles M. Ferguson
Subject: Fwd: Reappointment

Sent from my iPhone

Begin forwarded message:

From: "Kathleen X. Carter" <Kathleen.Carter@advantagebhs.org>
Date: January 18, 2024 at 4:47:17 PM EST
To: davidg.thompson@co.walton.ga.us
Cc: John Pilgrim <jpilgrim@monroega.gov>
Subject: Reappointment

Chairman Thompson;
Good afternoon, I wanted to reach out to you about the reappointment of John Pilgrim as a Board of Director member for Advantage Behavioral Health Systems. His term expires March 2024. I will just need a letter from the Board of Commissioners stating your support of her reappointment. The term runs for three years.
Thank you for your attention to this matter and if you have any questions, please reach out to me.

Sincerely,

Kathleen Carter
Administrative Executive Assistant
Advantage Behavioral Health Systems
250 Bray St.
Athens, GA 30601
Office: 706-389-6789 x 1102
Mobile: 706-612-7138
Kathleen.carter@advantagebhs.org
www.advantagebhs.org

