



**(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA**

**County**  
**Effingham**  
*Georgia*  
**Board of Commissioners**

**July 02, 2024 – 5:00 PM**

Effingham County Administrative Complex  
Meeting Chambers

804 South Laurel Street, Springfield GA 31329

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

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

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

**Agenda**

**Watch us live on our YouTube page:**

<https://www.youtube.com/channel/UC9wRzS6f2pHHZG3IgRk3OUQ>

- I. Call to Order**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda.
- VI. Minutes** - Consideration to approve the June 18, 2024 work session and regular meeting minutes
- VII. Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak.
- VIII. Correspondence** - The agenda packet for this meeting is posted on the county's website. Any additional documentation presented at the meeting shall be submitted to the Clerk for receipt, recording and distribution to the Board
- IX. Consent Agenda** - This section shall include all routine items for which there will be no discussion. Should a need arise for a debate, the item can be moved to the appropriate area of the agenda.

**1. [2024-326 Agreement]**

Consideration to approve to renew an Agreement from EagleView for Pictometry Flights

2. [2024-327 Contract]

Consideration to approve to ratify and affirm a Contract with the State of Georgia for continue as fiscal agent for Family Connection

X. **Unfinished Business** - Contains items held from a previous agenda.

1. [2024-310 Second Reading]

Consideration to approve the Second Reading of a request by **Bryant Ligon** as agent for **T & T 9G, LLC** to **rezone** +/- 288.36 acres located on Midland Road from **AR-1 & I-1** to **PD-R** to allow for residential development **Map# 396 Parcel# 62 & 62A** in the **Second District** (*1st reading approved, 06/18/2024*)

XI. **New Business**

1. [2024-328 Contract] *Danielle Carver*

Consideration to approve Amendment #6 to the Contract for Roadside Mowing Services with the McGraley Company, LLC

2. [2024-329 Ordinance] *Chelsie Fernald*

Consideration to approve the First Reading of an ordinance to amend **Part II - Official Code, Chapter 30 - Environment, Article X - Community Tree Management** of the Effingham County Code of Ordinances

3. [2024-330 Ordinance] *Jonathan Hulme*

Consideration to approve the First Reading of an Ordinance to amend **Part II - Official Code, Chapter 34 - Article III, Provisions - Flood Hazard Reduction**, for **Section 34.83** of the Effingham County Code of Ordinances

4. [2024-331 Ordinance] *Jonathan Hulme*

Consideration to approve the First Reading of an Ordinance to amend **Part II - Official Code, Chapter 34 - Article III - Section 34.84** (*Standards for areas of special flood hazard (zones AE) with established base flood elevations without designated floodways*) of the Effingham County Code of Ordinances and to amend page 13 of the Stormwater Management Local Design Manual to reflect this change

5. [2024-332 Contracts] *Danielle Carver*

Consideration to approve Indefinite Delivery Contracts (IDC) for Engineering and Architectural Services

6. [2024-333 Agreement] *Danielle Carver*

Consideration to approve a Technical Service Support Agreement with Stryker for EMS equipment

7. [2024-334 Task Order] *Danielle Carver*

Consideration to approve a Task Order with Thomas & Hutton for professional consulting services for program management

8. [2024-335 Agreement] *Mark Barnes*

Consideration to approve the Fiscal Year 2025 UGA Extension Office personnel agreement



9. **[2024-336 Agreement]** *Clint Hodges*

Consideration to approve an Agreement with Rave Mobile Safety for mass emergency notification

**XII. Reports from Commissioners & Administrative Staff**

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

**XIV. Executive Session Minutes** - Consideration to approve the June 18, 2024 executive session minutes

**XV. Adjournment**

## Staff Report

**Subject:** Approval to renew Agreement from EagleView for Pictometry Flights

**Author:** Danielle Carver, PCPM

**Department:** Tax Assessor

**Meeting Date:** July 2, 2024

**Item Description:** Approval to renew Agreement from EagleView for Pictometry Flights

### Summary Recommendation:

Chief Appraiser is recommending Approval of Proposal from EagleView for Pictometry Flights.

### Executive Summary/Background:

- The first flight will not took place January/ February of 2024. There are no payments due until the flight takes place. This Contract is for a 6-year term and includes two flight projects. The totals approved by the Budget request were:
  - Flight 1 Total: \$174,852.00
    - Annual Payments of \$58,284.00
  - Flight 2 Total: \$174,852.00
    - Annual Payments of \$58,284.00
- The contract price is less than what was originally requested:
  - Flight 1 Total: \$173,582.10
    - Annual Payments of \$57,860.70
  - Flight 2 Total: \$173,582.10
    - Annual Payments of \$57,860.70
- This program will help the staff locate new construction and additions that may not have been permitted or missed in the permitting process.
- This program helps to review parcels that would not be accessible.
- This program is an approved review method by IAAO and is recognized by GAAO.
- Approval allows for an increase in tax revenue. If the agreement is not approved, it could cause a potential loss of tax revenue and result in the need for additional staff to review.

### Alternatives for Commission to Consider

1. Approval to renew Agreement from EagleView for Pictometry Flights
2. Take no action.

### Recommended Alternative: 1

#### Other Alternatives: 2

#### Department Review: *(list departments)*

Tax Assessor, Finance, Board of Commissioners

#### Funding Source:

Tax Assessor Budget

#### Attachments:

Contract



CUSTOMER NAME: Effingham County, GA; Attn: Neal Groover, Chief Appraiser  
 CUSTOMER ADDRESS: 901 N. Pine Street, Suite 106, Springfield, GA 30459  
 CUSTOMER PHONE: 912-754-2125  
 CUSTOMER E-MAIL: ngroover@effinghamcounty.org

### MASTER SERVICES AGREEMENT

This Master Service Agreement (“Agreement”) is entered into by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as “Party” and/or collectively as “Parties”. EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

### GENERAL TERMS AND CONDITIONS

#### 1. DEFINITIONS

- 1.1. **“Account”** means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).
- 1.2. **“Activation”** means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.
- 1.3. **“Authorized User”** means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).
- 1.4. **“Confidential Information”** means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.
- 1.5. **“Documentation”** means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.





- 1.6. **“Fee”** means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.
- 1.7. **“Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.
- 1.8. **“Malware”** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.
- 1.9. **“Order Form”** means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.
- 1.10. **“Products and/or Services”** means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

## 2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

- 2.1. **Access to the Product(s) and/or Service(s).** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.
- 2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Service is subject to the following conditions:
- 2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.
- 2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s) and/or Service(s)’ technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.
- 2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity





rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. **Account Use.** Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. **Reservation of Rights.** Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

### 3. PAYMENT

3.1. **Fees.** Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. **Pricing Changes.** EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.

3.3. **Taxes.** The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

### 4. TERM AND TERMINATION

4.1. **Term.** The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) ("Term"). After expiration Customer shall not have any access to content, Product(s) or Service(s). Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of the then current Term, access to the Services will automatically renew.





**4.2. Termination.** Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

**4.3. Effect of Termination on Fees: EagleView Breach.** In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

**4.4. Effect of Termination on Fees: Customer Breach.** In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

**4.5. Survival.** Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

## 5. CONFIDENTIALITY

**5.1. Obligations.** Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

**5.2. Required Disclosure.** The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

## 6. WARRANTIES

**6.1. Mutual Warranties.** Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

**6.2. EagleView Warranty.** EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

**6.3. Disclaimer.** EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER





WHATSOEVER, EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

## 7. INDEMNIFICATION

**7.1. EagleView Indemnification.** EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

**7.2. Remedies.** In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

**7.3. Customer Indemnification.** Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

## 8. LIMITATION OF LIABILITY

**8.1. Consequential Damages.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.2. Limitation of Liability.** EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.





## 9. GENERAL PROVISIONS

**9.1. Export Laws.** The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

**9.2. No Third-Party Beneficiaries.** Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

**9.3. Independent Contractors.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

**9.4. Force Majeure.** Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

**9.5. Security Assessment.** Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

**9.6. Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

**9.7. Governing Law.** This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.

**9.8. Severability & Waiver.** The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.



9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. Entire Agreement. This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

Pictometry International Corp. dba EagleView

By: 

Name: Robert Locke

Title: President

Date: 8/22/2023

Customer

By: 

Name: Wesley M. Corbitt

Title: Chairman

Date: 08/15/2023





EXHIBIT A

ORDER FORM

EFFECTIVE DATE (MONTH/DAY/YEAR): 8/22/2023

TERM (DURATION): Six years

<b>ORDER #</b>
LC-10003484

<b>BILL TO</b>
Effingham County, GA
Attn: Neal Groover, Chief Appraiser
901 N. Pine Street, Suite 106
Springfield, GA 30459
912-754-2125
ngroover@effinghamcounty.org

<b>SHIP TO</b>
Effingham County, GA
Attn: Neal Groover, Chief Appraiser
901 N. Pine Street, Suite 106
Springfield, GA 30459
912-754-2125
ngroover@effinghamcounty.org

<b>CUSTOMER ID</b>	<b>SALES REP</b>
A1204032	Kevin Lamonds

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
68	EagleView Cloud - Imagery – Certified GSD: 3in Refresh Frequency: 3-Year Refresh Certified Orthomosaic Upgrade: Yes Start Year: 2024 End Year: 2029	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation.
469	EagleView Cloud - Imagery – Certified GSD: 6in Refresh Frequency: 3-Year Refresh Certified Orthomosaic Upgrade: Yes Start Year: 2024 End Year: 2029	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation.
75	EagleView Cloud – Imagery GSD: 3in Refresh Frequency: 3-Year Refresh Start Year: 2025 End Year: 2027	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.



1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust compliment of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - 911/PSAP Integration	Provides activation for the integration between EagleView Cloud platform and the customer's PSAP. Compatibility limited to selected PSAP providers.
1	EagleView Cloud - GIS/ESRI Integration	Provides activation for the integration between EagleView Cloud platform and the customer's ESRI/GIS environment.
1	EagleView Cloud - Integrated Web Application	Entitlement allows a developer to embed a web instance into a product / application that connects to a customers Licensed Pictometry-hosted imagery. Currently supports JavaScript / iFrame applications for both Visualization (External or Public Facing) use and/or Analytics (Internal with Measurement Tools) use.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
7	EagleView Cloud - 3D Textured Mesh Refresh Frequency: 3-Year Refresh	3D Textured Mesh is an Imagery-derived realistic and high-resolution photo-textured 3D model in the form of a Triangulated Irregular Network created through automated aerial triangulation process. Final data set may contain some anomalies and is provided as-is.
29000	EagleView Cloud - Sketch Inspect Refresh Frequency: 3-Year Refresh	Sketch Inspect is a web based application to review CAMA sketch verification data. An automated process analyzes a customer's CAMA sketches against orthoimagery-derived building outline to detect where customer data is incorrect. An orthoimagery service, building outlines, and an IPA key are inputs to Sketch Inspect tool.
29000	EagleView Cloud - Sketch Inspect - Building Outline Delivery	Includes customer delivery of orthoimagery-derived Building Outlines generated to support the Sketch Inspect application.
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.
1	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental





		US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Credit must be redeemed within three years of agreement execution date.
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**FEES**

Due at Initial Activation of Services	\$57,860.70
Due at First Anniversary of Initial Activation of Services	\$57,860.70
Due at Second Anniversary of Initial Activation of Services	\$57,860.70
Due at Third Anniversary of Initial Activation of Services	\$57,860.70
Due at Fourth Anniversary of Initial Activation of Services	\$57,860.70
Due at Fifth Anniversary of Initial Activation of Services	\$57,860.70

**PRODUCT PARAMETERS**

**Disaster Response Program (“DRP”)**

Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

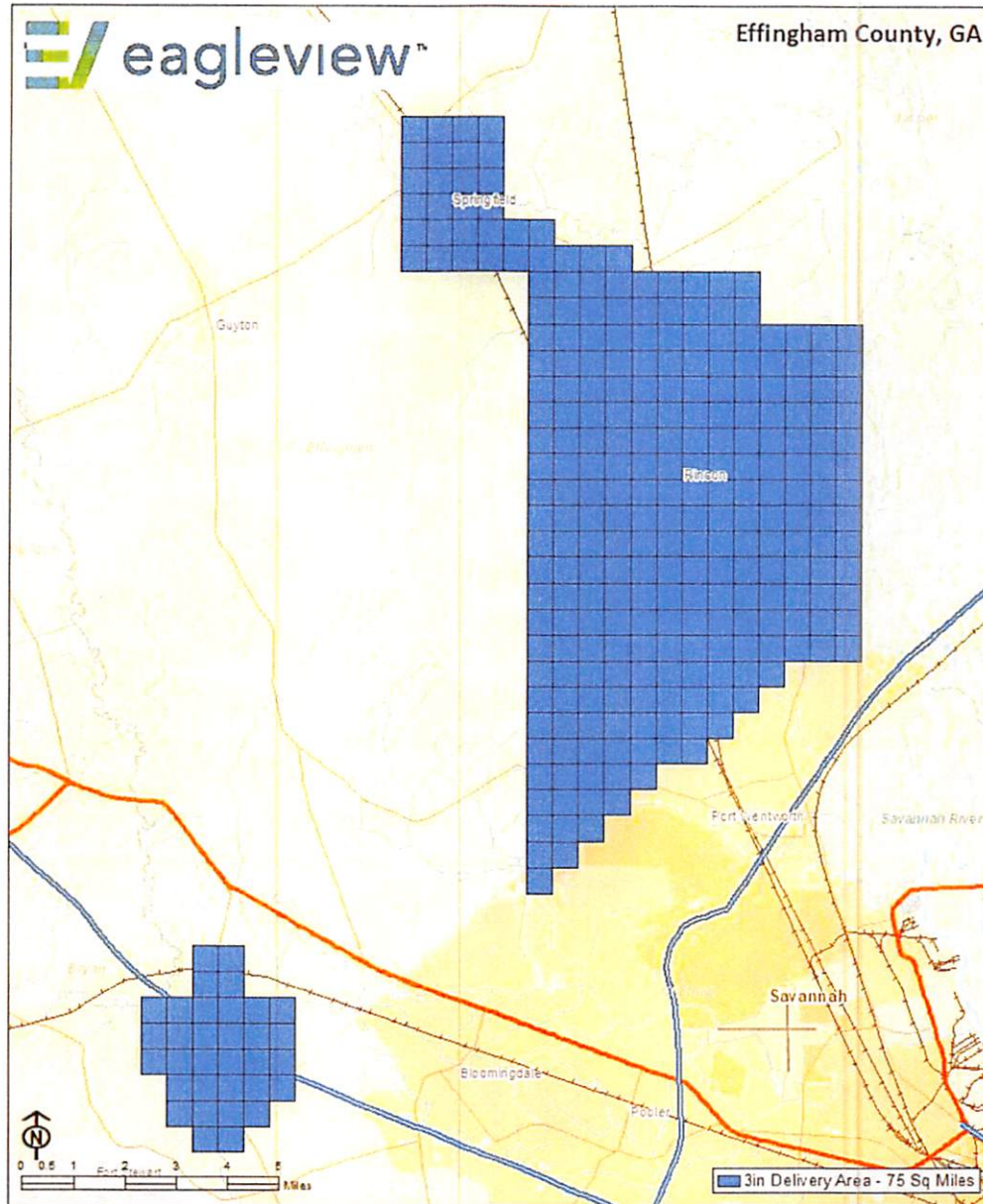
A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

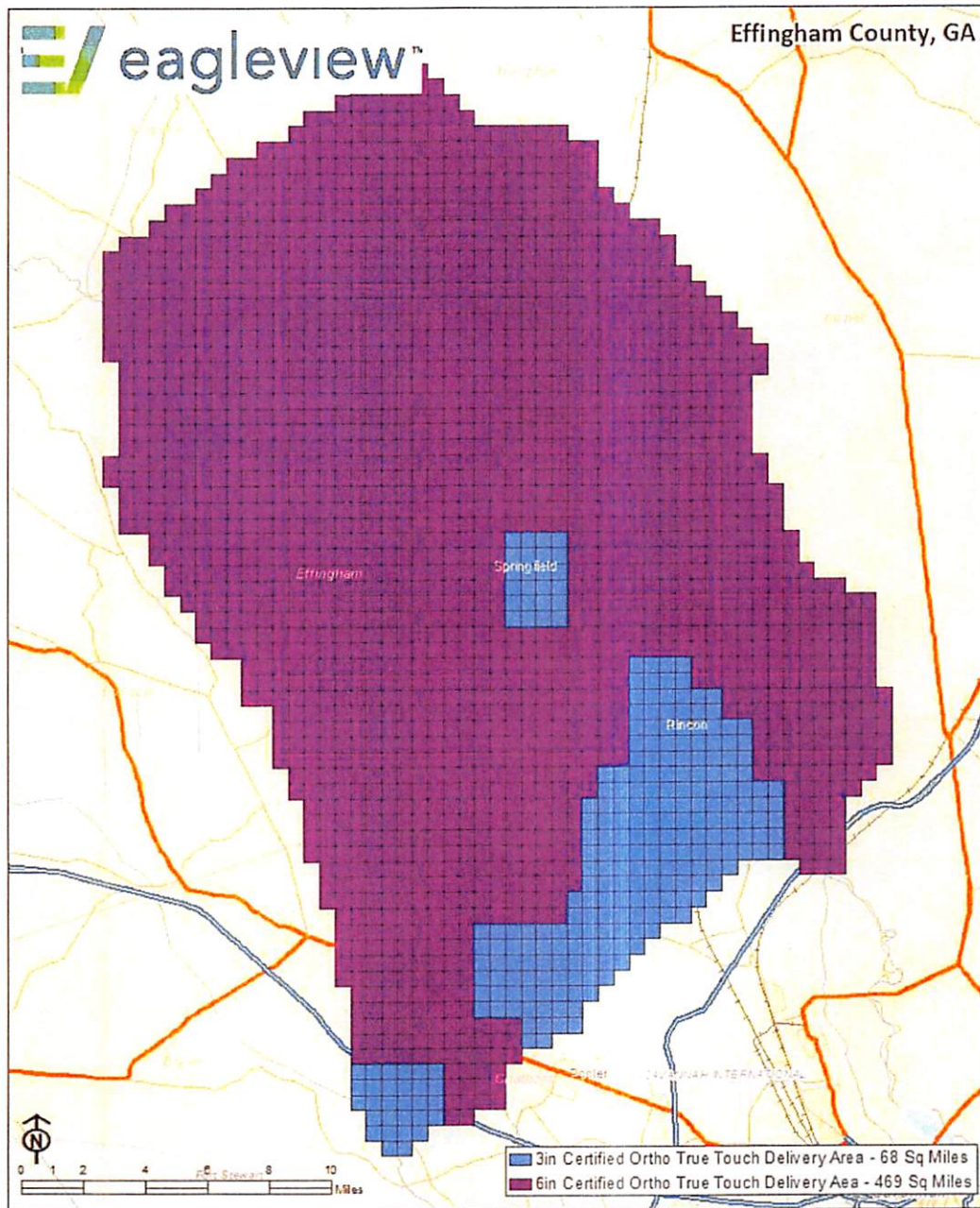
B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.



AOI(S)







[Signature page follows]





This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

By: 

Name: Robert Locke

Title: President

Date: 8/22/2023

Customer

By: 

Name: Wesley M. Corbitt

Title: Chairman

Date: 08/15/2023



## EXHIBIT B

### SECURITY

#### 1. Definitions.

- 1.1 **"Controls Report"** means an AICPA AT Section 101 SOC 2 Type 2 or comparable report, in each case appropriately scoped to the services provided, that will at a minimum focus on ensuring and testing the existence of controls related to the confidentiality, integrity, availability, security, and privacy of Customer Confidential Information.
- 1.2 **"Critical Issue"** means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.3 **"Highly Sensitive Information"** means an individual's first and last name or first initial and last name in combination with (a) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (b) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (c) biometric, genetic, health, medical, medical insurance, or precise location data.
- 1.4 **"Security Incident"** means any (a) access to Customer's Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView's services or to Customer.
- 1.5 **"Subcontractor"** means a subcontractor of EagleView.

#### 2 Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer's reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 At least annually, EagleView will conduct an assessment of the information technology and information security controls for all facilities used in complying with its obligations under this Exhibit, will prepare a Controls Report that includes the results of such assessment, and, upon request, will provide a current Controls Report to Customer.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

#### 3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent Controls Report for such data center. Any new or newly configured data center will be at least as secure as it was prior to the changes and, if requested by Customer, EagleView will cooperate with Customer to perform a security assessment of such changes.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions ("U.S.") without Customer's prior written consent, and will cooperate with Customer's security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.





- 3.3 When transmitting and storing Customer Highly Sensitive Information as defined in Sections 1.3 (a) and (b), encrypt such information using persistent encryption that is applied to such Highly Sensitive Information and maintains its protection throughout the lifecycle of such Highly Sensitive Information. Use encryption keys unique to Customer and use encryption and key management techniques that comply with security industry standards published by the National Institute of Standards and Technology (“NIST”).
- 3.4 Where practicable, store Customer Confidential Information on a separate server, virtual server image, tenant, separate database instance, or, if applicable, comparable cloud storage.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST.
- 3.7 Conduct a security risk assessment based upon an industry standard security framework of all EagleView’s Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues promptly.

Failure to comply with this Section 3 within 20 business days after notice of breach will constitute a material breach of this Agreement.

- 4. **Secure Application Development.** When EagleView makes a material enhancement or major release to any application used in connection with the services provided under this Agreement, EagleView will:
  - 4.1 Conduct an application security assessment prior to placing such application into production. Application vulnerabilities, such as those referenced in OWASP Top 10, must be evaluated by a qualified employee or contractor to determine exploitability. EagleView will not place into production any applications that have vulnerabilities that are defined as Critical Issues.
  - 4.2 Upon request, provide application source code that has been specifically developed as a deliverable for the sole benefit of Customer or, alternatively, provide process documentation that supports review of such code.
  - 4.3 Not use Customer Confidential Information for any testing, unless Customer has given its prior written consent and such test use is subject to the same security policies and procedures as implemented in the production environment.
  - 4.4 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, Customer will be permitted to conduct a penetration test at Customer’s expense on a EagleView replicated, non-production testing site that includes all production security controls, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.
- 5. **Information Security Program.** Without limiting EagleView’s obligation of confidentiality under this Agreement, EagleView will establish and maintain a written information security program, together with adequate administrative, technical, and physical safeguards, to:
  - 5.1 Ensure the confidentiality, integrity, availability, security, or privacy of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
  - 5.2 Protect against anticipated threats or hazards to the confidentiality, integrity, availability, security, or privacy of such Customer Confidential Information;
  - 5.3 Protect against unauthorized access to or use of such Customer Confidential Information; and
  - 5.4 Ensure the secure disposal of such Customer Confidential Information by shredding, erasing, or otherwise modifying the data to make it unreadable, undecipherable, and unrecoverable by any means consistent with the data destruction practices recommended by NIST.





Such written information security program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by ISO, ITIL, and/or NIST), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

6. **Vulnerability Management.** EagleView will:
  - 6.1 Maintain an asset management process covering hardware and software.
  - 6.2 Maintain a patch management procedure that deploys security patches for systems used to access or process Customer Confidential Information that includes a defined timeframe to implement all patches based on a risk assessment (not to exceed thirty (30) days for patches rated critical or forty-five (45) days for patches rated high).
  - 6.3 Maintain a malware management process in accordance with industry standards for EagleView's entire infrastructure.
  - 6.4 Document and follow a formal change management/change control process that covers both systems and infrastructure and application programs to ensure only authorized changes are implemented.
  - 6.5 Engage a third-party vendor to perform an annual network-level penetration test that includes the following environments as applicable: production, non-production, multi-tenant, and shared services. The third-party vendor must follow industry best practices and be certified to conduct penetration testing. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly but in any event within 30 days. Upon completion of such test, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all critical/high issues were addressed.
  - 6.6 Conduct bi-annual vulnerability assessments to identify publicly known security vulnerabilities.
7. **Disaster Recovery and Business Continuity.** EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted.
8. **Security Incident Process.** EagleView will notify Customer of any Security Incident within 48 hours of confirming that a Security Incident has occurred. EagleView will continue to notify Customer daily until Customer acknowledges receipt of such notification, which Customer agrees to do promptly upon receipt. Promptly following any such notice, the parties will coordinate to investigate the Security Incident. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.
  - 8.1 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee and a backup who each will be available to Customer 24 hours per day, 7 days per week as a contact regarding obligations under this Section; and (b) assisting with any investigation of the nature or cause of such Security Incident.
  - 8.2 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
  - 8.3 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) server logs are maintained; (b) all Security Incidents are appropriately logged; (c) all information associated with a Security Incident and all server access and audit logs are retained for at least 3 years; and (d) all such logs and information are appropriately protected to ensure the integrity of such logs and information.
9. **Human Resources Security.** EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any



Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.

10. **Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of CCTV, cardkey access, process to log and monitor visitors. Surveillance records will be maintained for at least 30 days or, if Highly Sensitive Information is accessed or stored by EagleView, 3 months.
11. **Record Retention and Return.** EagleView will retain Customer Confidential Information only as long as EagleView is required to by applicable law. Customer may request earlier destruction of all or a portion of such Customer Confidential Information. If Customer so requests, then EagleView will promptly destroy or arrange for the destruction of any and all retained copies of such Customer Confidential Information in EagleView's or any Subcontractor's possession or control by shredding, erasing, or otherwise modifying such Customer Confidential Information to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST and will certify in writing that the foregoing has been completed. Except as may be required by applicable law, the requirement to destroy Customer Confidential Information will not apply to Customer Confidential Information that has been, stored for backup or archiving purposes, but EagleView will continue to comply with the provisions of this Agreement regarding such Customer Confidential Information.

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

This Addendum is made a part of and incorporated into the Master Services Agreement (hereinafter referred to as “Contract”) between the Board of Commissioners of Effingham County, Georgia (“County”) and Pictometry International Corp. (“Pictometry”), dated August 15, 2023, as follows:

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

2. The total maximum contract obligations for the fiscal year 2024 shall be \$ 57,860.70. The maximum contract amount for fiscal years 2025, 2026, 2027, 2028, and 2029 shall be \$ 57,860.70. The total combined maximum annual payments over the six (6) year term is \$ 347,164.20. Contracts under O.C.G.A. '36-60-13 and contracts of the County under Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia in any fiscal year, excluding Guaranteed Energy Savings Contract, shall not exceed in an amount equal to 7.5% of the total local revenue collected for maintenance and operation of County in the most recently completed fiscal year.

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

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

5. Any portion of the Contract regarding indemnification apply only to the extent permitted by law, and any applicable case law, including but not limited to CSX Transportation, Inc. v. City of Garden City, 277 Ga. 248, 588 S.E.2d 688 (2003).

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

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

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

**Pictometry International Corp.**

By: 

Name: Robert Locke

Its: President

Date: 8/22/2023



**BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA**

By: Wesley M. Corbett  
Wesley Corbett

Its: Chairman

Attest: S. Johnson  
Stephanie Johnson

Its: County Clerk

Date: 08/15/2023

## Staff Report

**Subject:** Contract with the State of Georgia for Family Connection  
**Author:** Stephanie Johnson, County Clerk  
**Department:** Finance  
**Meeting Date:** 07/02/2024  
**Item Description:** Consideration to approve a Contract with the State of Georgia for Family Connection

### **Summary Recommendation:**

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

### **Executive Summary/Background:**

1. There is an agreement which outlines the general operations and responsibilities of each party regarding the contract and funding to Family Connections.
2. The contract is with the state and does mandate specific rules and stipulations which must be followed.

### **Alternatives for Commission to Consider:**

1. Approve the FY25 Contract to serve as Fiscal Agent to Family Connection
2. Do not approve the FY25 Contract to serve as Fiscal Agent to Family Connection
3. Provide Staff with Direction

**Recommended Alternative:** Staff recommends Alternative #1 - approval

**Other Alternatives:** n/a

**Department Review:** Finance

**Funding Source:** Funding is based on the amount of the State Grant. No match is required.

### **Attachments:**

1. Family Connection FY 2025 Contract



## STATE OF GEORGIA DEPARTMENT OF HUMAN SERVICES CONTRACT

**This Contract is entered into between the Department of Human Services and the Contractor named below:**

State Entity's Name: Department of Human Services, through Georgia Family Connection Partnership, Inc. (GaFCP) hereinafter the "Department" or "DHS"). DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the "State") through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.

Contractor's Name: Effingham County Board of Commissioners (hereinafter the "Contractor")	Contractor's Address: 804 South Laurel Street Springfield, GA 31329
Contractor's FEI #: 58-6000821	Contractor's Accounting Year End Date: 06/30
Contractor's Entity Type: County Government	

### Department Administrative Information

DHS Contract #: 42700-93-25-116069	Contractor
DHS (State) Financials Vendor ID #: 0000014597	CFDA #(s): N/A
NIGP Code(s): 95259	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> SON <input type="checkbox"/> Sole Source <input type="checkbox"/> Consortia Event #: N/A
<input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Intergovt.	
Equip. Inv. Locator #: N/A	Multi-Year Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	Total Options to Renew: 0

### Scope:

- I. Contractor will provide the following services/deliverables in accordance with the terms and conditions of the Contract:
  1. Improve child health, including birth results, reduce incidence of preventable diseases and disabilities, and improve physical and mental health status.
- II. The Department will provide the following in accordance with the terms and conditions of the Contract:
  1. Provide technical assistance and training to implement and continue a comprehensive, community-based and family-driven service delivery strategy designed to improve the well-being of children and families in community neighborhoods through on-site assistance, and regional and statewide training.
  2. Provide state level administrative and specialized assistance support for Family Connection Implementation.
  3. Identify policy barriers and implement system changes needed to support local Family Connection Implementation.
  4. Ensure facilitators are available to assist Family Connection collaboratives

**Contract Cost:**  Expense  Revenue

**Total Obligation:** \$56,250.00    Federal: \$0.00    State: \$56,250.00    Match: \$0.00    Other: \$0.00

### Contract Term:

Initial Contract Start Date: 07/01/2024    Contract Expiration Date: 06/30/2025    Contract Fiscal Year: FY2025

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

Department of Human Services  
Georgia Family Connection Partnership, Inc. (GaFCP)  
Attn: Linda Lunsford  
235 Peachtree Street, Suite 1600  
Atlanta, GA 30303-1422  
404.739.0057  
lunsford@gafcp.org

Department of Human Services  
Attn: Rashad Jackson  
47 Trinity Avenue S.W., 2<sup>nd</sup> Floor  
Atlanta, GA 30334

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

Effingham County Board of Commissioners  
Attn: Wesley Corbitt  
912.754.2123  
WCorbitt@effinghamcounty.org



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

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

**SECTION I GENERAL CONTRACT PROVISIONS**

**SECTION I**

**CONTRACT DEFINITIONS:**

The following words shall be defined as set forth below:

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

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

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

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

**“Services”** means the services and deliverables as provided in the Contract and described in the Scope of Services.

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

**CONTRACT DEFINED:**

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

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

**JURISDICTION:**

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

**PERIOD OF CONTRACT:**

This Contract is a one-year contract unless otherwise specified or terminated earlier in accordance with the applicable terms and conditions.

**EXTENSION:**

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

**AMENDMENTS IN WRITING:**

The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. No amendment, waiver, termination, or discharge of this Contract, or any of the terms or provisions hereof, shall be binding upon either Party unless confirmed in writing. Nothing may be modified or amended, except by writing executed by both Parties.

Any agreement of the Parties to amend, modify, eliminate or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect as set out herein. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.



**DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:**

- A. **CONTACT INFORMATION:** The mailing addresses, contact persons, and contact information listed in the Contract may be changed during the term of this Contract by written notification to the other party. All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or via email, or after three (3) days if by regular mail or certified/registered mail.
- B. **CHANGE IN CONTRACTOR INFORMATION:** In the event Contractor's address, legal business name, or entity type or entity status changes during the term of this Contract, Contractor shall contact the Department with the correct information within thirty (30) days of such change.
- C. **CONTRACT SERVICE DELIVERY SITES:** This Contract may involve service delivery site(s). If the Annex titled Service Delivery Sites is included in this contract, the Contractor may move the service delivery site(s) during the term of this Contract with prior written approval of the Division or Office, provided the total cost of the Contract does not either increase or decrease.

**NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR:**

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN SERVICE PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant Federal and State laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. **CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS:** The Contractor agrees to require any Subcontractor performing services funded through this Contract to comply with all provisions of the Federal and State laws, rules, regulations and policies described in this paragraph.

**CONFIDENTIALITY:**

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

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

**INSPECTION OF WORK PERFORMED:**

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

**USE OF STATE VEHICLES:**

Contractor may use State vehicles in the performance of this Contract; provided that, Contractor may not seek or obtain reimbursement from the Department for mileage when State vehicles are employed.



**INDEPENDENT CONTRACTOR RELATIONSHIP:**

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

**CONFLICT OF INTEREST:**

- A. The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41, which prohibit and regulate certain transactions between certain State officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.
- B. Notwithstanding item A above, the following will apply to the Chair of the County Family Connection Collaborative and the Coordinator or Executive Director respectively:
1. Any individual named as Chair of the County Family Connection Collaborative shall not be running for office or be an elected official of any Federal, State, or local government entity; nor shall he or she be the employee of the Contractor (i.e., county Family Connection Fiscal Agent) during the term of this Contract.
  2. Any individual named as a coordinator or executive director and is compensated in the performance of this Contract shall not be running for office or be an elected official of any Federal, State, or local government entity during the term of this Contract. Neither shall he or she be the spouse or immediate relative (as defined by Georgia statute) of anyone serving in a supervisory role regarding the administration of this Contract by the Contractor (i.e., County Family Connection Fiscal Agent).

**CONTRACT MODIFICATION/ALTERATION:**

- A. No modification or alteration of this Contract, except for DHS's administrative changes to the Contract or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

**DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:**

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

- A. **WITHHOLDING PAYMENTS:** If Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor's obligations under this Contract, and, if Contractor fails to correct such failure within 30 Days of the date of DHS' s sending an email to the Contractor Project Manager describing such failure, or such other number of days mutually agreed to in writing by the Parties, DHS shall have the right to withhold any and all payments due hereunder. DHS may withhold any and all such payments due hereunder to Contractor, as aforesaid, without penalty or work stoppage by Contractor, until such failure to perform is cured.
- B. **REDUCTIONS IN PAYMENTS DUE:** Amounts due DHS by Contractor under this Contract, including but not limited to liquidated damages or any other damages caused by any deficiency or delay in the Services or Deliverables may be deducted or set-off by DHS from any money payable to Contractor pursuant to this Contract. If set-off such amounts within five Days of the date of DHS' s sending an email to the Contractor Project Manager describing such failure, DHS may exercise this right, and DHS shall



provide Notice to Contractor of any such deduction or set-off. Or DHS may direct the Contractor to make payment directly to DHS for such amounts due. The method of collection of such amounts due is solely and strictly at DHS's discretion.

- C. **HOLDBACK:** DHS shall retain a Holdback of 20% ("Holdback") of all amounts invoiced by Contractor as prescribed in this Contract. Upon written acceptance by DHS that all work is completed, and the end of the Warranty Period has passed, DHS will release said Holdback to Contractor for payment.
- D. **RIGHT TO ASSURANCE:** If DHS, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, DHS may demand in writing that Contractor give a written assurance of intent to perform. Upon failure by Contractor to provide written assurance within the number of Days specified in the demand (in no event less than five business days), DHS may at DHS's option, pursue termination of this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.
- E. **TERMINATION REMEDIES:** Notwithstanding anything to the contrary herein, in the event of termination of this Contract by DHS, DHS shall, in addition to its other available remedies, have the right to procure the terminated Services and Deliverables that are the subject of this Contract on the open market and Contractor shall be liable for direct damages, which may include, but shall not be limited to the cost difference between the Charges for Deliverables and Services being replaced as a result of such termination and the actual and reasonable replacement costs of substitutes for such Deliverables and/or Services acquired from another vendor (but in no event greater than the fair market value); and if applicable, reasonable and actual administrative costs incurred by DHS in replacing the Services and Deliverables, such as costs of competitive bidding, mailing, advertising, and staff time.

**TERMINATION:**

- A. **DUE TO NON-AVAILABILITY OF FUNDS:** Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. **DUE TO DEFAULT OR FOR CAUSE:** This Contract may be terminated for cause, in whole or in part, or pursuant to section D at any time by the Department for failure of the Contractor to perform any of the provisions hereof, failure to meet performance standards, required service levels, or violation of state or federal law. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.
- C. **FOR CONVENIENCE:** This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.
- D. **IMMEDIATE TERMINATION:** Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:
1. Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
  2. Contractor or any Subcontractor violates or fails to comply with any applicable provision of Federal or State law or regulation.
  3. Contractor or any Subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
  4. Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
  5. A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any State insolvency law.
  6. An assignment is made by the Contractor for the benefit of creditors.
  7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.





8. The Department deems that such termination is necessary if the Contractor or any Subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
9. Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
10. Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or State and Federal laws.

**COOPERATION IN TRANSITION OF SERVICES:**

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

**FORCE MAJEURE:**

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

**ACCESS TO RECORDS AND INVESTIGATION:**

- A. The State and Federal government and the Department shall have access to all pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and Subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and Subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of the Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of the Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.
- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any Subcontractor for compliance with the provisions of this Contract and all applicable Federal and State laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of services authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.
- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of DOAS, the Georgia State Auditor or other authorized Federal or State agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP, or this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized Federal or State agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

**COLLECTION OF AUDIT EXCEPTIONS:**

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

**DEPARTMENT APPROVAL OF SUBCONTRACTS:**

The decision to subcontract for services called for in this contract requires no prior approval by the Department. However, the Department requires that any subcontract for services specifies in this contract should be written and a copy made available for review upon request by the Department. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this contract. The Contractor will ensure that the subcontractor abides by all provisions of the contract and regulations applicable to subcontractors. The Contractor agrees to reimburse the Department for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor. All contracts with subcontractors must provide for the Department's access to client records. All subcontractors are subject to the Department's criminal history requirement. All subcontractors must be subject to the same training requirements as Contractors and their employees.

**CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:**

- A. The Contractor agrees to maintain any required city, county and State business licenses and any other special licenses required, prior to and during the performance of this Contract.
- B. The Contractor is responsible to ensure that Subcontractors are appropriately licensed.
- C. The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by State or Federal laws. The Contractor agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Contract or State and Federal laws, that this Contract may be terminated immediately in whole or in part.

**CONSULTANT/STUDY CONTRACT:**

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.

**PUBLICITY:**

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

**DRUG-FREE WORKPLACE:**

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
  - 1. A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
  - 2. It will secure from any Subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3".
- C. Contractor may be suspended, terminated, or debarred if it is determined that:



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

**PARTIES BOUND:**

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

**COOPERATION WITH OTHER CONTRACTORS:**

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

**CONTRACTOR ACCOUNTING REQUIREMENTS:**

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

**TIME OF THE ESSENCE:**

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

- A. Any dates set forth in this Contract or any annex(es) attached hereto;
- B. The execution and completion of the services/deliverables as stated in the Annex attached and titled Scope of Services attached hereto and incorporated herein.

**SEVERABILITY:**

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

**DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING:**

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

**AIDS POLICY:**

- A. Contractor agrees, as a condition to provision of services to the Department’s consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department’s programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department’s





programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

**ASSIGNMENT AND MERGER:**

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

**FUNDING:**

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

**SECTION II TERMS AND CONDITIONS**

**SECTION II**

**DEPARTMENT AND CONTRACTOR AGREEMENTS:**

The Department has a need for and desires the services/deliverables described in the Annex titled Scope of Services. The Contractor has represented to the Department its willingness and ability to provide the services/deliverables identified in the Scope of Services. The Contractor agrees to provide the services identified in the Scope of Services.

**SECTION III CONTRACT PAYMENT PROVISIONS**

**SECTION III**

The Department will make payments to the Contractor within thirty (30) days of receipt of the required documentation that has been approved by the Department. The following selected terms and conditions apply and may include additional provisions that are set forth in the Annex titled Payment Provisions:

**DEPARTMENT PAYMENT TO CONTRACTOR:**

The total approved budget for this Contract is **\$56,250.00**. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed **\$56,250.00**.

**CONTRACT BUDGET ANNEX:**

- A. The budget attached to this Contract in the Annex titled Payment Provisions is made a part of this Contract.
- B. The Contractor agrees that the Department will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this Contract.
- C. Any fee or program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below by the (X):
 

<input type="checkbox"/> Deduction Alternative	<input type="checkbox"/> Additional Cost Alternative
<input type="checkbox"/> Cost Sharing or Matching Alternative	<input checked="" type="checkbox"/> No Fee or Program Income Authorized

**BUDGET LIMITATION:**

- A. The budget total may not be exceeded. However, a plus or minus deviation of **20%** within budget line items is authorized.
- B. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted and approved by the Department in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds.

**EXPENDITURE REPORT SUBMISSION:**

The Contractor agrees to submit a quarterly expenditure report not later than the 15<sup>th</sup> working day following the end of each quarter. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than forty-five



days following the contract termination date. Any reimbursement request submitted after said forty-five (45) days will not be paid by the Department. The report form to be used is attached to this Contract in the Annex titled Payment Provisions.

**PROGRAMMATIC/PERFORMANCE AND OTHER REPORTS:**

The following selected terms and conditions apply and may include additional provisions that are set forth in the Annex titled Reporting Requirements:

The Contractor agrees to submit a quarterly programmatic/performance statistical report not later than the 15<sup>th</sup> working day after the end of each quarter. The report form to be used is attached to this Contract in the Annex titled Reporting Requirements.

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

**STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:**

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

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

It is understood and agreed that the department is a "covered entity" as defined by of the HIPAA of 1996 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. However, the Contractor represents that it will not obtain, use or disclose any protected health information from the Department in providing the service pursuant to this Contract. Thus, for the purposes of this Contract, Contractor is not a "Business Associate" of the Department within the meaning of the HIPAA of 1996 and the Standards for Privacy of Individually Identifiable Health Information promulgated thereunder. In reliance upon such representation, the Department agrees that its standard contract provisions pertaining to HIPAA do not apply.

- B. **COMPLIANCE WITH SECURITY MANAGEMENT PROCESS:** The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).
- C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.
- D. **COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION:** The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.
- E. **ADVANCE FEDERAL AGENCY APPROVAL OF COST:** It is agreed that it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance Federal agency approval. It shall be the responsibility of the Department to acquire written Federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance Federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that Federal agency approval has been granted. Department contract budget approval does not constitute previous Federal agency and/or Department approval of costs requiring advance Federal/State agency approval.
- F. The Federal cost principles for determining allowable costs for this Contract are:  
2 CFR 200.416 for contracts with State and local governments.
- G. Fair Labor Standards Act of 1938, as amended.
- H. **COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS:** Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the Federal work authorization program. Contractor also agrees that throughout the performance



of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all Federal and State immigration laws, including but not limited to O.C.G.A. §13-10-91.

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

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

#### **AUDITS AND FINANCIAL REPORTING REQUIREMENTS:**

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

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

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

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

Director, Internal Audits  
DHS Office of the Inspector General  
47 Trinity Avenue S.W., 2<sup>nd</sup> Floor  
Atlanta, Georgia 30334  
Or email to [dhs.financialreviews@dhs.ga.gov](mailto:dhs.financialreviews@dhs.ga.gov)

#### **CRITICAL INCIDENT REPORTING ("CIR"):**

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

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.
- C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.
- D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.





- E. The Department will determine whether the Contractor’s actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:
  - 1. Whether or not client’s health, safety and welfare are adequately protected;
  - 2. That the response to the situation and event was reasonable and appropriate;
  - 3. That the Contractor’s procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
  - 4. That Contractor and/or its staff or Subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract.
- G. Each Contractor shall post a “Notice Concerning Critical Incident Reporting.” The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor’s or the Department’s responsibilities under this Contract, except with the informed, written consent of the client or the client’s legal guardian, as required by law.

**SECTION TITLES NOT CONTROLLING:**

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

**ENTIRE UNDERSTANDING:**

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

**SECTION V CONTRACT ANNEX INCLUSION**

**SECTION V**

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

- Annex A Notice Concerning Critical Incident Reporting
- Annex B Payment Provisions
- Annex C Reporting Requirements
- Annex D Security and Immigration Compliance Affidavit
- Annex E Other Annex Documents



**SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES**

AND

**Effingham County Board of Commissioners**

CONTRACTS WITH COUNTIES

**IN WITNESS WHEREOF**, the parties have each hereunto affixed their signatures on the dates indicated.

I, the undersigned Commissioner of Effingham County, certify that this Contract is entered in Book No. \_\_\_\_\_, Page No. \_\_\_\_\_, of the official minutes of the Commission of Effingham County.

**CONTRACTOR EXECUTION:**  
**Effingham County Board of Commissioners**

Name of Contractor

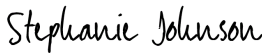
DocuSigned by:  
  
B5A33F639AD749E...  
Signature

6/26/2024

\*\*\*Date signed by Contractor

wesley corbitt

\*Typed name of individual signing  
Chairman, Commission of Effingham County

DocuSigned by:  
  
88B3EFCFEE0148E...  
Attestor's signature

Stephanie Johnson

Attestor's typed name

County Clerk

\*\*Title of Attestor

6/27/2024

Date signed by Attestor

\*Must be Chairman or sole Commissioner.

\*\*Must be Clerk of Commission.

**DEPARTMENTAL EXECUTION:**  
**Department of Human Services**

\_\_\_\_\_  
Deputy Chief of Staff

\_\_\_\_\_  
Date signed by the Department



**Department of Human Services**  
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Effingham County Board of Commissioners  
Georgia Family Connection Partnership, Inc. (GaFCP) Item IX. 2.

**ANNEX A**

**Brian P. Kemp**  
Governor

**Candice L. Broce**  
Commissioner



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

**NOTICE CONCERNING CRITICAL INCIDENT REPORTING**

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

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

Email: [DHS.Criticalincidents@dhs.ga.gov](mailto:DHS.Criticalincidents@dhs.ga.gov)

Address: 47 Trinity Avenue S.W., 1<sup>st</sup> Floor  
Atlanta, Georgia 30334





**PAYMENT PROVISIONS**

Quarterly Expenditure Report FY25

<b>County:</b> Effingham	<b>Contract #:</b>
<b>Fiscal Agent:</b> Effingham County Board of Commissioners	<b>Quarter #:</b>

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

EXPENSE TYPE	Family Connection Approved Budget	Expenditures for reimbursement for Quarter # ____	Prior Cumulative Expenditures	Total Year to Date Expenditures	Budget Remainder
Personal Services	\$0				
Regular Operating	\$0				
Travel (staff)	\$0				
Equipment	\$0				
Per Diem, Fees & Contracts	\$56,250.00				
Telecommunications	\$0				
Other:	\$0				
<b>TOTAL</b>	<b>\$56,250.00</b>				

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

\_\_\_\_\_  
Fiscal Agent Signature

\_\_\_\_\_  
Collaborative Chairperson Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

<b>For Office Use Only:</b>	
Date Received at Georgia Family Connection Partnership	Initials



**ANNEX C**

**REPORTING REQUIREMENTS**

Quarterly Subcontractor Report FY25

<b>County:</b> Effingham	<b>Contract #:</b>
<b>Fiscal Agent:</b> Effingham County Board of Commissioners	<b>Quarter #:</b>
<ul style="list-style-type: none"> <li>▪ Fiscal agents are required to complete this form if the above referenced contract has dollars budgeted under Per Diem, Fees and Contracts.</li> <li>▪ The name, service, and amount of each subcontractor/vendor under the Family Connection contract must be listed in the table below.</li> <li>▪ This form must be completed, signed by fiscal agent and attached to each Quarterly Expenditure Report (Annex B Part 1).</li> <li>▪ Reimbursement for quarterly expenditures will be delayed if this form is not completed and attached to each Quarterly Expenditure Report (Annex B Part 1).</li> </ul>	

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

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

\_\_\_\_\_  
Fiscal Agent Signature

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

<b>For Office Use Only:</b>	
<b>Date Received at</b>	
<b>Georgia Family Connection Partnership</b>	<b>Initials</b>

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



Quarterly Narrative Report FY25

<b>County:</b> Effingham	<b>Contract #:</b>
<b>Fiscal Agent:</b> Effingham County Board of Commissioners	<b>Quarter #:</b>
	<b>Date:</b>

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

\_\_\_\_\_  
Collaborative Chairperson Signature

\_\_\_\_\_  
Collaborative Coordinator Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

<b>For Office Use Only:</b> Date Received at Georgia Family Connection Partnership _____ Initials _____
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Family Connection  
Status Report  
FY 2025 Plan of Action (if Required)

<b>County:</b> Effingham	<b>Contract #:</b>
<b>Fiscal Agent:</b> Effingham County Board of Commissioners	<b>Quarter #:</b>
	<b>Date:</b>

This is to verify that the development of the FY 2025 Plan of Action for the above referenced county has been completed as required.

\_\_\_\_\_  
**Signature, Community Support Team Leader**

\_\_\_\_\_  
**Date**

**Attach this Status Report to the Quarterly Report.**

<b>For Office Use Only:</b>	
<b>Date Received at Family Connection Partnership</b> _____	<b>Initials</b> _____



### SECURITY AND IMMIGRATION COMPLIANCE AFFIDAVIT

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Georgia Department of Human Services 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:

185295 (This is a 4, 5, or 6 digit number, also known as eVerify Company ID)  
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

01/28/2009  
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Effingham County Board of Commissioners  
Name of Contractor (Legal Name of Contractor, not an abbreviated version)

Family Connection  
Name of Project (or Service Provided, such as "DFCS Client Services")

Department of Human Services  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.  
Executed on May, 9, 2024 in Spfd (city), GA (state).

Wesley M. Corbitt  
Signature of Authorized Officer or Agent  
Wesley M. Corbitt

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE 9<sup>th</sup> DAY OF May, 2024

Tasheena D. Shiggs  
NOTARY PUBLIC

My Commission Expires:  
March 31, 2027





**OTHER ANNEX DOCUMENTS**

Family Connection  
CONTRACT COVER PAGE

FY 2025 Annual Plan  
(July 01, 2024 - June 30, 2025)

County: Effingham

Region: Region 12

Name of Collaborative: Effingham County Family Connection Commission Inc.

Coordinator or Contact Person:	Collaborative Chairperson:
Name: Elaine Spencer	Name: Kristen Wert
Title: Executive Director	Title: Director
Mailing Address: PO Box 377	Mailing Address: Treutlen House 131 Old Augusta Rd Central
City: Springfield      9 digit zip: 31329-0377	City: Rincon      9 digit zip: 31326-0000
Street Address (if different): 804 S. Laurel St.	Street Address (if different): 131 Old Augusta Rd Central
City: Springfield      9 digit zip: 31329-0000	City: Rincon      9 digit zip: 31326-0000
Phone: 912-429-5468	Phone: 912-754-9797
Fax:	Fax: 912-754-2154
Email: ecfamilyconnection@gmail.com	Email: Treutlen.wert@yahoo.com

Effingham County Board of Commissioners

Legal Name of Fiscal Agent Entity

58-6000821

Federal Identification Number of Fiscal Agent (Required)

June 30

Fiscal Agent's Fiscal Year End Month & Day

AMOUNT OF FUNDS REQUESTED

\$56250





**Fiscal Agent Information** **County: Effingham**

The Effingham County Board of Commissioners agrees to serve as the fiscal agent for Effingham County Family Connection Commission Inc. for the period of July 01, 2024 - June 30, 2025.

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

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

**THIS PAGE IS PROVIDED  
FOR INFORMATIONAL USE ONLY.**

**Fiscal Agent Information**

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

Fiscal Agent's FEI#: 58-6000821

Legal Name of Fiscal Agent Entity:  
Effingham County Board of Commissioners

Street Address (cannot be a P.O. Box):  
804 South Laurel Street,

City, State, 9 digit zip code:  
Springfield, Georgia, 31329-0000

Telephone: (912) 754-2123  
Fax:

Fiscal Agent Contact Person:  
Name: Wesley Corbitt  
Title: BOC Chair

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

Mailing Address if different from street address:  
804 South Laurel Street,  
Springfield, GA, 31329-0000

Person authorized to sign for Fiscal Agent:  
Name: Wesley Corbitt  
Title: BOC Chair

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



Family Connection  
PLAN SUMMARY for FY 2025

**County: Effingham**

## I. Core Collaborative Functions

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

<b>II. Results for Children and Families</b>
<b>Goal:</b> Improved conditions for children and families in Effingham County
<b>Outcome:</b> Improved emotional health
<b>Indicator</b>
Other [LD10] Teen mental health. Days of Depression and Anxiety 6th-12th grade
<b>Strategy:</b> Effingham County Family Connection will engage partners to increase their awareness and knowledge of quality behavioral health services to improve child, youth and family emotional health.



Budget Proposal FY25

County: Effingham

Expense Type	Family Connection Budget Allocation	Description of Expenses		
Personal Services	\$0	Position Title		Cost
Regular Operating	\$0	List of expenses		Total Cost
				\$0.00
Travel	\$0	List of expenses		Total Cost
				\$0.00
Equipment	\$0	Equipment		Cost
Per Diem, Fees & Contracts	\$56250	Legal Name of Contractor	Description of Services/Deliverables	Cost
		Elaine Spencer	Planning, evaluation and facilitation for the collaborative	\$56,250.00
Tele-communications	\$0	List of expenses		Total Cost
				\$0.00
Other	\$0	List of expenses		Total Cost
				\$0.00
<b>TOTAL</b>	<b>\$56250</b>			



## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Chelsie Fernald, Senior Planner  
**Department:** Development Services  
**Meeting Date:** July 2, 2024  
**Item Description:** **Bryant Ligon** as agent for **T & T 9G, LLC** requests to **rezone** +/- 288.36 acres from **AR-1 & I-1** to **PD-R** to allow for residential development. Located on Midland Road. **[Map# 396 Parcel# 62 & 62A]**

### Summary Recommendation

Staff has reviewed the application and recommends **approval** of the request to **rezone** +/- 288.36 acres from **AR-1 & I-1** to **PD-R** to allow for residential development.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- At the May 2, 2023, Board of Commissioners meeting, this applicant was denied for a rezoning to R-3 & R-5 at the same parcel with a total unit number of 549.
- The applicant is returning to request to rezone to Planned Development - Residential (PD-R) for Single Family Detached Residential with a lower density of a maximum of 465 units.
- The applicant is proposing two single family detached lot sizes:
  - Detached Single Family Dwelling – 50' X 120' (this is consistent with the R-5 zoning district)
  - Detached Single Family Dwelling – 37' X 120'
- The parcels are currently surrounded by residentially zoned parcels, with AR-1 zoning to the north and west, AR-2 zoning to the east, and R-1 and AR-1 zoning to the south/southeast.
- The parcel does have significant wetlands and floodplain that run parallel in the center of parcel 396-62. The Planned Development text incorporates these areas in their open space requirements, but per the text no more than 50% of the required common open space shall be unbuildable land.
- At the Planning Board meeting on April 9, 2024, Mr. Peter Higgins made a motion to deny the rezoning. Mr. Brad Smith second the motion and it carried unanimously.
- Mr. Dave Burns explained that his reason for denial was because townhomes up to this point have not been approved on County Maintained Roads, only State routes.
- This rezoning is consistent with Future Land Use Map (FLUM), the parcels are projected as Agricultural/Residential.
- At the June 18, 2024, Board of Commissioners meeting, Commissioner Roger Burdette made a motion to approve the rezoning with the following added conditions:
  - No CO's until the roundabout is complete
  - No CO's until the parkway is complete
  - Adding a 2<sup>nd</sup> culvert under Midland Road
  - No more than 465 total units
  - No CO's until emergency access is acquired
  - The subdivision entrance width shall be 14 feet
  - The FEMA Flood Study shall be completed before the preliminary plat is approved

**Alternatives**

**1. Approve** the request to **rezone** +/- 288.36 acres from **AR-1 & I-1** to **PD** to allow for residential development with the following conditions:

- A Preliminary Plat shall be approved by the Effingham County Board of Commissioners.
- Site Development Plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and Chapter 34 – Flood Damage Prevention.
- All wetland impacts must be approved and permitted by USACE.
- A Traffic Impact Assessment shall be submitted during the development plan review process.
- No CO's until the roundabout is complete
- No CO's until the parkway is complete
- Adding a 2<sup>nd</sup> culvert under Midland Road
- No more than 465 total units
- No CO's until emergency access is acquired
- The subdivision entrance width shall be 14 feet
- The FEMA Flood Study shall be completed before the preliminary plat is approved

**2. Deny** the request to **rezone** +/- 288.36 acres from **AR-1 & I-1** to **PD-R** to allow for residential development.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

396-62,62A

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.

396-62,62A

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, BRYANT LIGON as agent for T & T 9G, LLC has filed an application to rezone two hundred and eighty-eight and thirty-six hundredths (288.36) +/- acres; from AR-1 to PD-R to allow for residential development; map and parcel number 396-62 & 62A, located in the 2<sup>ND</sup> commissioner district, and

WHEREAS, a public hearing was held on June 18, 2024 and notice of said hearing having been published in the Effingham County Herald on April 17, 2024; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on March 20, 2024; and

IT IS HEREBY ORDAINED THAT two hundred and eighty-eight and thirty-six hundredths (288.36) +/- acres; map and parcel number 396-62, 62A, located in the 2<sup>nd</sup> commissioner district is rezoned from AR-1 to PD-R to allow for residential development, with the following conditions:

1. A Preliminary Plat shall be approved by the Effingham County Board of Commissioners.
2. Site Development Plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and Chapter 34 – Flood Damage Prevention.
3. All wetland impacts must be approved and permitted by USACE.
4. A Traffic Impact Assessment shall be submitted during the development plan review process.
5. No CO's until the roundabout is complete
6. No CO's until the parkway is complete
7. Adding a 2nd culvert under Midland Road
8. No more than 465 total units
9. No CO's until emergency access is acquired
10. The subdivision entrance width shall be 14 feet
11. The FEMA Flood Study shall be completed before the preliminary plat is approved

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

Item X. 1.

BY: \_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

ATTEST:

FIRST/SECOND READING: \_\_\_\_\_

\_\_\_\_\_  
STEPHANIE JOHNSON  
COUNTY CLERK



## Staff Report

**Subject:** Approval of Updated Amendment #6 to the Contract for Roadside Mowing Services with the McGraley Company, LLC

**Author:** Danielle Carver, PCPM

**Department:** Public Works

**Meeting Date:** July 2, 2024

**Item Description:** Approval of Updated Amendment #6 to the Contract for Roadside Mowing Services with the McGraley Company, LLC

**Summary Recommendation:** Staff recommends approval of Updated Amendment #6

### Executive Summary/Background:

- The County has a contract in place for roadside mowing services with the McGraley Company, LLC. The term of the contract is January 1st, 2015 to December 31st, 2017 with the option to renew for two additional one year terms until December 31st 2019. Amendments 1 through 5 have subsequently been approved by the BOC extending the agreement through December 31, 2025.
- The original Amendment #6 increased the billed mileage for a few County roads per cycle price to \$72,843.86 (\$291,375.44 total). Logistics Parkway was inadvertently left off the Amendment. The Amendment has been updated to reflect the correct roads and fee.

**Fee:** The fee will increase due to the increase in mileage in the agreement. The extensions are as follows:

- Golden Road - .68 miles
- Old Louisville Road – increase to 7 miles
- Central Ave. – increase to 3.5 miles
- Logistics Parkway – 0.7 miles

These changes bring the total annual agreement to \$292,108.52 (\$73,027.13 per mowing cycle).

### Alternatives for Commission to Consider

1. Approval of Updated Amendment 6 to the Contract for Roadside Mowing Services with the McGraley Company, LLC. for an annual total of \$292,108.52
2. Take no action.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** *County Manager, County Attorney, Public Works, Finance*

**Funding Source:**

**Attachments:**

1. Amendment 6 to the Contract for Roadside Mowing Services
2. Fully Executed Contract and Amendments 1 through 5

**Updated Amendment No. 6 to the  
Contract for Roadside Mowing Services  
Executed September 16<sup>th</sup>, 2014  
between  
Board of Commissioners of Effingham County  
and  
The McGraley Company, LLC**

**THIS AMENDMENT NO. 6** (the "Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **955 Indigo Rd, Springfield, GA 31329**

**WHEREAS**, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16<sup>th</sup>, 2014 for Roadside Mowing Services (as amended, the "Contract"); and

**WHEREAS**, the parties desire to amend the provisions of the Contract; and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: The term shall remain as approved on Amendment 5, expiring December 31, 2025.
2. Fee: The fee will increase due to the increase in mileage in the agreement. The extensions are as follows:  
 Golden Road - .68 miles  
 Old Louisville Road – increase to 7 miles  
 Central Ave. – increase to 3.5 miles  
 Logistics Parkway – 0.7 miles  
 These changes bring the total annual agreement to **\$292,108.52** (\$73,027.13 per mowing cycle).
3. Contract Services: Services rendered through this agreement will be monitored by the Public Works Department of Effingham County, currently under the supervision of EOM.
4. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No's.1 through 5 to the Contract shall remain unaffected by this Amendment and continue in full force and effect.

**IN WITNESS THEREOF**, the parties hereto have caused this Amendment No. 6 to be signed by their duly authorized representatives the day and year first written above.

**The McGraley Company, LLC**

**Effingham County Board of Commissioners**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Wesley Corbitt

Title: \_\_\_\_\_

Title: Chairman

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Services Contract

Between

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

and

The McGraley Company, LLC  
111 Dixie Drive  
Springfield, GA 31329

This Contract is made and entered into this 16 day of September, 2014, by and between the Board of Commissioners of Effingham County, Georgia, hereinafter called the "BOARD" and, The McGraley Company, a Corporation authorized to do business in Georgia, hereinafter called the "CONTRACTOR"

WITNESSETH

WHEREAS, the BOARD desires to engage a qualified and licensed company to provide **ROADSIDE MOWING SERVICES** as specified in **RFQ No. 14-005** and

WHEREAS, the CONTRACTOR has represented to the COUNTY that it is experienced, licensed and qualified to provide the services contained herein, and the BOARD has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the BOARD and the CONTRACTOR as follows:

**ARTICLE I  
TERMS AND CONDITIONS OF THIS CONTRACT**

**SECTION I-1 TERMS OF SERVICE.**

The scope of services and the terms and conditions of performance shall be as specified in this document and in **RFQ No.14-005 – Roadside Mowing Services** which is hereby adopted and incorporated as if set forth fully herein.

**SECTION I.2 CONTRACT START DATE AND DURATION.**

This contract will commence on January 1<sup>st</sup>, 2015 and terminate on December 31<sup>st</sup>, 2015.

The contract will renew for two one year terms – January 1<sup>st</sup> 2016 to December 31<sup>st</sup> 2016 and January 1<sup>st</sup> 2017 to December 31<sup>st</sup> 2017 - provided that any price increase has been mutually agreed upon by the BOARD and the CONTRACTOR. Negotiations for annual price increases shall start no later than 60 days prior to the anniversary of the effective date, and will be set forth as an amendment to this contract.

Thereafter, by mutual agreement this contract may be renewed for two (2) additional one-year periods.

**SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.**

The words "shall", "will" and "must" may be used interchangeably in this Contract; and in any case will indicate mandatory.

**SECTION I-4 PERSONNEL AND EQUIPMENT.**

The CONTRACTOR represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the CONTRACTOR under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

**SECTION I-5 CHANGES TO THIS CONTRACT.**

The COUNTY may, at any time, request changes in the Scope of Services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the CONTRACTOR'S compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the COUNTY and the CONTRACTOR shall be incorporated in written amendments to this Contract.

**SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.**

COUNTY may terminate for cause for CONTRACTOR'S persistent failure to perform the work in accordance with the Contract Documents. If COUNTY terminates the CONTRACT for cause, CONTRACTOR shall not be entitled to any further payment until the work is completed. In the event the employment of the CONTRACTOR is terminated

by County for cause and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed to have been a termination for convenience.

**SECTION I-7 TERMINATION OF CONTRACT FOR CONVENIENCE.**

COUNTY may terminate for convenience, without cause, upon seven (7) days written notice to CONTRACTOR. In such case, CONTRACTOR shall be paid for completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination in performing services CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**SECTION I-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.**

The obligation of the COUNTY for payment to the CONTRACTOR is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

**SECTION I-9 INDEMNIFICATION.**

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless COUNTY and Engineer, and their officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of CONTRACTOR, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in Article II or by the scope and amount of insurance maintained by the CONTRACTOR.

**SECTION I-10 COVENANT AGAINST CONTINGENT FEES.**

The CONTRACTOR shall comply with the relevant requirements of all Federal, State, County or other local laws. The CONTRACTOR warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the BOARD shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**SECTION I-11 PROHIBITED INTERESTS.**

A. Conflict of Interest. The CONTRACTOR and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further agrees that, in the performance of the Contract no person having such interest shall be employed.

B. Statement of disclosure: All Vendors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.

The vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the BOARD immediately by written notice. For breach or violation of this clause, the BOARD may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or



employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

**SECTION I-12 AUDITS AND INSPECTIONS.**

At any time during normal business hours and as often as the COUNTY may deem necessary, the CONTRACTOR and its subcontractors shall make available to the COUNTY and/or representatives of the COUNTY, examination all of its records with respect to all matters covered by this Contract. It shall also permit the COUNTY and/or representatives of the COUNTY to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the COUNTY or at the offices of the CONTRACTOR as requested by the COUNTY.

**SECTION I-13 INDEPENDENT CONTRACTOR.**

The CONTRACTOR shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the CONTRACTOR or any of its subcontractors, agents, or employees to be the agent, employee, or representative of Effingham County, Georgia.

**SECTION I-14 NOTICES.**

All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the CONTRACTOR.

All written notices, demands, and other papers or documents to be delivered to the CONTRACTOR under this Contract shall be transmitted by certified mail, postage prepaid, to The McGraley Company, LLC, 111 Dixie Drive, Springfield, GA 31329

**SECTION I-15 COMPLIANCE WITH LAWS.**

The CONTRACTOR shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

**SECTION I-16 ASSIGNABILITY.**

The CONTRACTOR shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the COUNTY.

**SECTION I-17 GOVERNING LAW.**

This Agreement shall be governed by the laws of Georgia, with venue in Effingham County.

**ARTICLE II  
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES**

**SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.**

The COUNTY shall pay the CONTRACTOR for his services as follows:

- 1<sup>st</sup> MOWING CYCLE (annual) - \$46,458.00 COMPLETE (approx. 267 center miles)
- 2<sup>nd</sup> MOWING CYCLE (annual) - \$46,458.00 COMPLETE (approx. 267 center miles)
- 3<sup>rd</sup> MOWING CYCLE (annual) - \$46,458.00 COMPLETE (approx. 267 center miles)

Additional mowing will be charged at \$174.00 per mile but will only be performed with written approval from the Project Manager and County Administrator.

These prices shall remain in effect until December 31<sup>st</sup> 2015, without exception. Price increases will be negotiated annually and will be set forth as an amendment to this contract.

Payments shall be made on a monthly basis.

All invoices shall contain the following:

- Date services performed,
- Detailed account of services performed
- Location of services performed
- Name of employee providing said services
- Name of County employee requesting said services

No work outside the scope of work contained in the RFP will be performed without an approved change order.

All invoices will contain the name of the County employee requesting the work in addition to all of the information mentioned above.

**SECTION II-2. PAYMENT OF TAXES AND FEES.**

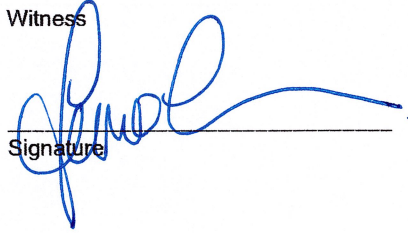
The CONTRACTOR shall pay the cost of any permit, fees, or licenses required.

**SECTION 11-3. QUANTITIES GUARANTEED.**

The CONTRACTOR represents, understands and agrees that this is a unit/service based contract, and contains no guarantee or promises for any set amount of materials or service hours. This is a convenience contract to guarantee unit pricing for materials or services contained herein.

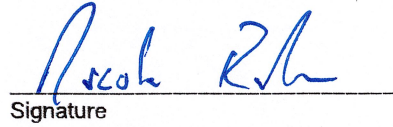
IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

Witness



Signature

The McGraley Company, LLC

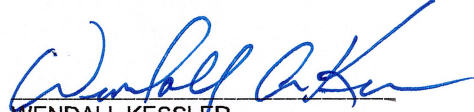


Signature

Owner

Title

EFFINGHAM COUNTY, GEORGIA



WENDALL KESSLER  
 CHAIRMAN  
 EFFINGHAM COUNTY BOARD OF  
 COMMISSIONERS,

CONTRACT NO. 14-005

COMMISSION APPROVAL DATE:

September 16, 2014

Amendment No. 1 to the  
Contract for Roadside Mowing Services  
Executed September 16<sup>th</sup>, 2014

between  
Board of Commissioners of Effingham County  
and  
The McGraley Company, LLC

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 5<sup>th</sup> day of September, 2017 by and between the **County of Effingham** ("COUNTY") with offices at 601 N Laurel Street, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **111 Dixie Drive, Springfield, GA 31329**

WHEREAS, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16<sup>th</sup>, 2014 for Roadside Mowing Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: This Amendment allows for the Contract to renew for two (2) additional years commencing upon completion of the current term, December 31<sup>st</sup>, 2017 and ending on December 31<sup>st</sup>, 2019.
2. Fee: This Amendment allows for a 10% increase in the contracted fee. The annual fee for each of the two (2) additional years will increase to \$153,311.40 (\$51,103.80 per mowing cycle).
3. Scope: This Amendment adds an additional mowing cycle, for the fee of \$51,103.80. The annual total of mowing cycles will now be four (4). The McGraley Company will provide a full mowing schedule to the County's purchasing agent prior to work commencing.
4. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No.1 to the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

**The McGraley Company, LLC**

**Effingham County Board of Commissioners**

By: Nicole Rahn

By: Wesley M. Corbitt

Printed Name: Nicole Rahn

Printed Name: Wesley Corbitt

Title: owner

Title: Chairman

Dated: 09/18/2017

Dated: 09/05/2017

**Amendment No. 2 to the  
Contract for Roadside Mowing Services  
Executed September 16<sup>th</sup>, 2014  
between  
Board of Commissioners of Effingham County  
and  
The McGraley Company, LLC**

**THIS AMENDMENT NO. 2** (the "Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the **County of Effingham** ("COUNTY") with offices at 601 N Laurel Street, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **111 Dixie Drive, Springfield, GA 31329**

**WHEREAS**, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16<sup>th</sup>, 2014 for Roadside Mowing Services (as amended, the "Contract"); and

**WHEREAS**, the parties desire to amend the provisions of the Contract; and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: This Amendment allows for the Contract to renew for one (1) additional year commencing upon completion of the current term, December 31<sup>st</sup>, 2019 and ending on December 31<sup>st</sup>, 2020.
2. Fee: This Amendment allows for an increase in the contracted fee. The annual fee for 2020 will increase to \$228,260.56 (\$57,065.14 per mowing cycle).
3. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No.1 to the Contract shall remain unaffected by this Amendment and continue in full force and effect.

TRIMMING SERVICES ARE TO BE EXCLUDED FOR THE ONE YEAR PERIOD.

**IN WITNESS THEREOF**, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

**The McGraley Company, LLC**

**Effingham County Board of Commissioners**

By: 

By: 

Printed Name: Nicole Rahn

Printed Name: Wesley Corbitt

Title: owner

Title: Chairman

Dated: 5/26/2020

Dated: 11/19/2019



Amendment No. 3 to the  
Contract for Roadside Mowing Services  
Executed September 16<sup>th</sup>, 2014  
between  
Board of Commissioners of Effingham County  
and  
The McGraley Company, LLC

THIS AMENDMENT NO. 3 (the "Amendment") is entered into this 20<sup>th</sup> day of April, 2021 by and between the **County of Effingham** ("COUNTY") with offices at 601 N Laurel Street, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **111 Dixie Drive, Springfield, GA 31329**

WHEREAS, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16<sup>th</sup>, 2014 for Roadside Mowing Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: This Amendment allows for the Contract to renew for two (2) additional years commencing upon completion of the current term, December 31<sup>st</sup>, 2020 and ending on December 31<sup>st</sup>, 2022.
2. Fee: This Amendment allows for a 10% increase in the contracted fee. The annual fee will increase to \$251,086.60 (\$62,771.65 per mowing cycle).
3. Contract Services: Services rendered through this agreement will be monitored by the Public Works Department of Effingham County, currently under the supervision of EOM.
4. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No's. 1 and 2 to the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

The McGraley Company, LLC

Effingham County Board of Commissioners

By: Nicole Rahn

By: Wesley M. Corbitt

Printed Name: Nicole Rahn

Printed Name: Wesley Corbitt

Title: owner

Title: Chairman

Dated: 5/10/2021

Dated: 04/20/2021

Amendment No. 4 to the  
Contract for Roadside Mowing Services  
Executed September 16<sup>th</sup>, 2014  
between  
Board of Commissioners of Effingham County  
and  
The McGraley Company, LLC

THIS AMENDMENT NO. 4 (the "Amendment") is entered into this 15<sup>th</sup> day of March, 2022 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **111 Dixie Drive, Springfield, GA 31329**

WHEREAS, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16<sup>th</sup>, 2014 for Roadside Mowing Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: No change to the term. The current term will expire on December 31, 2022.
2. Fee: The fee will increase due to the increase in mileage on Old Louisville Road. The current mileage fee is based on 3 miles, but the road is actually 7 miles. The annual fee will increase by \$939.76 per mowing cycle, bringing the total annual agreement to \$254,845.64 (\$63,711.41 per mowing cycle).
3. Contract Services: Services rendered through this agreement will be monitored by the Public Works Department of Effingham County, currently under the supervision of EOM.
4. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No.'s.1 through 3 to the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 4 to be signed by their duly authorized representatives the day and year first written above.

The McGraley Company, LLC

Effingham County Board of Commissioners

By: Nicole Rahn

By: Wesley M. Corbitt

Printed Name: Nicole Rahn

Printed Name: Wesley Corbitt

Title: owner

Title: Chairman

Dated: 3/22/22

Dated: 03/15/2022

Amendment No. 5 to the  
Contract for Roadside Mowing Services  
Executed September 16<sup>th</sup>, 2014  
between  
Board of Commissioners of Effingham County  
and  
The McGraley Company, LLC

THIS AMENDMENT NO. 5 (the "Amendment") is entered into this 3rd day of January, 2023 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **The McGraley Company, LLC** with offices at **111 Dixie Drive**, Springfield, GA 31329

WHEREAS, THE COUNTY and The McGraley Company, LLC entered into a Contract dated September 16<sup>th</sup>, 2014 for Roadside Mowing Services (as amended, the "Contract"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Term: The contract shall renew for a period of three (3) years, expiring December 31, 2025.
2. Fee: The annual fee will increase by 12%, bringing the total annual agreement to \$285,427.12 (\$71,356.78 per mowing cycle).
3. Contract Services: Services rendered through this agreement will be monitored by the Public Works Department of Effingham County, currently under the supervision of EOM.
4. Except as specifically set forth herein, all other terms and provisions of the Contract and Amendment No.'s. 1 through 4 to the Contract shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 5 to be signed by their duly authorized representatives the day and year first written above.

The McGraley Company, LLC

Effingham County Board of Commissioners

By: Nicole Rahn

By: Wesley M. Corbitt

Printed Name: Nicole Rahn

Printed Name: Wesley Corbitt

Title: owner

Title: Chairman

Dated: 01/05/2023

Dated: 01/03/2023





## Part II

### Chapter 30 - Environment

#### Article X - Community Tree Management

**Purpose** - the purpose of this chapter is to sustain and enhance the functions and benefits of trees and the necessity of planting trees within groups for the citizens of Effingham County and to utilize trees for their value and positive effects on air quality, water quality, stormwater runoff, local climate, environmental health, property values, business revenues, scenic quality, urban design, human health and well-being, outdoor recreation, forest products, and wildlife.

**Intent** - The intent of this chapter is to regulate the quantity, quality, and distribution of trees within Effingham County, within each zoning district, and on individual sites as prescribed herein. Further, the intent of this chapter is to regulate the quantity of trees through the establishment of minimum requirements for conserved and planted tree canopy, to regulate the quality of trees through adoption of technical standards for species selection, tree planting, tree maintenance, and tree protection, and to regulate the distribution of trees so that their function is maximized.

**Administration** – Unless otherwise stated herein, Development Services shall be the administrator of this chapter.

#### Division 1 - Definitions

The terms listed below are hereby defined for the purpose of administering this chapter. All other terms shall have their meaning as defined in other parts of the Effingham County Code of Ordinances, or their common meaning if undefined in the Code.

*Arborist.* A professional certified by the International Society of Arboriculture who possesses the technical competence through experience and related training to provide for or supervise the management of trees and other woody plants in the residential, commercial, and public landscape.

*Effingham County tree.* Any tree whose trunk is growing wholly or partially on land owned by Effingham County, including, but not limited to, public street rights-of-way, parks, and building and facility yards.

*Branch.* A secondary shoot or stem arising from one of the main axes (i.e., trunk or leader) of a tree or woody plant.

*Caliper.* The diameter of a tree trunk measured at six inches above the ground up to and including four inches' caliper size, and 12 inches above the ground for larger trees. Used for nursery stock and newly planted trees, and not for established trees.

*Canopy tree.* A large or medium tree with a crown size and shape that will typically provide significant shade and beneficial effects on temperature, air quality, water quality, and other environmental conditions, at maturity. Synonymous with "shade tree."

*Champion tree.* A tree of sufficient points—given for the total of the circumference of the trunk in inches at 4.5 feet above the ground plus the total vertical height in feet plus the average crown spread in feet—to qualify as the largest tree of its species within Effingham County, the State of Georgia, or the United States.

*Community forest.* The collection of individual trees and forest stands within Effingham County, including trees on both public and private property.

*Community tree.* Any tree growing within Effingham County, whether on public or private property.

*Conservable tree.* A healthy tree at least two inches dbh that can and will be protected in accordance with the technical standards set forth in this chapter.

*Conserved tree canopy cover.* That portion of the tree canopy cover represented by natural cover of individual conservable trees, forested areas, forest regeneration areas, and/or future forest areas.

*Critical root zone.* A circular area above and extending 24 inches below the ground around the trunk of a tree radius equivalent to the distance to the dripline, or 1.25 feet for every one inch in dbh, whichever is greater. The critical root zone increases in size as a tree grows larger.

*Crown.* The leaves and branches of a tree or shrub; the upper portion of a tree from the lowest branch on the trunk to the top.

*Decay.* Degradation of woody tissue caused by biological organisms.

*Diameter breast height (dbh).* The outside diameter of the trunk of a tree, measured 4.5 feet above ground level. For trees with co-dominant (forked) stems, the trunk is measured below the fork and above the trunk flare, at the point of the smallest diameter. For multi-stemmed trees, the diameter is the sum of the diameters of all of the stems that contribute significantly to the crown.

*Dripline.* A line extending down to the ground from the greatest horizontal extent of a tree's branches, forming a cylinder around the tree.

*Establishment period.* The length of time it takes to successfully establish a tree in the landscape, generally considered to be three years from the time of planting.

*Flush cut.* An improper cut made into the stem or parent branch of a limb or branch being removed during pruning, instead of outside the branch collar.

*Forest management.* A class of agriculture that includes management of land, forested areas, and trees for timber production, wildlife, recreation, or other purposes.

*Forest regeneration area.* A specified area where native seedlings, saplings, or larger trees are replanted to recreate natural forest conditions and functions to the greatest extent possible.

*Forested area.* An area which contains more than 100 trees of greater than six inches dbh per acre, and which is more than 70 percent covered in tree canopy at full leaf-out.

*Future forest area.* An area currently devoid of trees but permanently set aside for natural forest succession to take place over time.

*Future tree canopy cover.* A standardized amount of future mature tree canopy cover credited to a particular species based upon its mature size category—large, medium, small, or very small—and the typical shape of its crown.

*Hazard tree.* A tree or any part thereof, that is at risk for failure and threatens the health, safety, or general welfare of a person(s) or property.

*Healthy tree.* A tree that is vigorous as indicated by leaf color and annual shoot extension, with a relatively symmetrical form typical of the species, with  $\frac{1}{3}$  or more of its height in live crown (live crown ratio of 33 percent or more), with roots, trunk, and crown absent of extensive and significant signs of insect or disease infection, wounds or other mechanical damage, decay, and structural defects. For pine trees the live crown ratio may be less than 30 percent and the tree is still otherwise considered healthy.

*Included bark.* Bark that is caught between co-dominant stems, or a stem and a branch, and/or within narrow branch angles, creating a structural weakness.

*International Society of Arboriculture, ISA.* A worldwide professional organization dedicated to fostering a greater appreciation for trees and to promoting research, technology, and the professional practice of arboriculture. Administers certification programs for arborists, tree workers, utility arborists, and municipal arborists.

*Landmark tree.* Individual trees, groups of trees, or forested areas that meet one or more criteria for age, size, species, form, character, history, location, or association with an historic event, person, or landmark.

*Large canopy tree.* A tree with a canopy that covers at least 1,600 square feet at maturity under urban conditions with a crown diameter of at least 45 feet.

*Lateral.* A branch or twig growing from a parent branch or stem.

*Leader.* A dominant upright stem, usually the main trunk. There can be several leaders in one tree.

*Limb.* Same as "branch" but larger and more prominent.

*Live crown ratio.* The vertical extent of a tree's live crown as compared to its total height and expressed as a fraction or percent.

*Medium canopy tree.* A tree with a canopy that covers at least 900 square feet at maturity but less than 1,600 square feet under urban conditions, with a crown diameter of at least 35 feet.

*Mulch.* Organic matter composed of pine straw, leaves, aged wood chips, compost, pine bark, or a combination thereof, that is applied in a layer on the ground over the roots of a tree to retain soil moisture, improve soil texture, cover and suppress the growth of unwanted vegetation, increase soil nutrients, and provide a favorable habitat for beneficial soil organisms.

*Native tree.* A tree species that naturally occurs within Effingham County.

*Open soil surface area.* The minimum area around a planted tree that shall remain in a permeable condition.

*Parent branch or stem.* The tree trunk; or a large limb from which lateral branches grow.

*Planted tree.* A new tree, native or non-native, planted on a site outside of a tree conservation area, forested area, forest regeneration area, or future forest area.

*Protected trees.* Trees planted or conserved to meet the requirements of this chapter, Effingham County trees, and designated landmark trees.

*Pruning.* Removal of woody plant parts.

*Roots.* Woody and fibrous (or "feeder") structures extending from the base of the tree trunk and contained primarily within the soil that function to anchor the tree, store food, and absorb water and nutrients. A tree's root system extends out from the trunk generally two to three times the width of the crown.

*Scaffold limbs.* The large, main limbs that diverge from the trunk of a tree and that support the remainder of the branches and leaves.

*Shade tree.* See "canopy tree".

*Small canopy tree.* A tree with a canopy that covers at least 400 square feet at maturity but less than 900 square feet under urban conditions, with a crown diameter of at least 25 feet.

*Stub.* An undesirable short length of a branch remaining after a break or an incorrect, internodal pruning cut is made.

*Topping, top (heading, lopping, tipping).* An improper method of pruning that involves cutting a currently growing or one-year-old shoot back to a bud or cutting an older branch or stem back to a stub or lateral branch not sufficiently large enough to assume the terminal role.

*Tree.* A woody perennial plant that has the potential to attain a height of 15 feet or greater and a dbh of three inches or greater.

*Tree canopy cover.* The land area covered by a tree crown or crowns, as measured in square feet. For a site or lot, it can be expressed as the percent of the land area covered by tree canopy and is calculated by dividing the tree canopy cover in square feet by the total land area of the site or lot.

*Tree conservation.* The conservation of specified areas on a site or lot where existing, noninvasive, healthy trees, groups of trees, and/or forested areas will remain.

*Tree establishment.* The activities associated with installing a tree in the landscape including tree selection, tree placement (site selection), soil preparation, planting, and new tree maintenance.

*Tree-planting season.* The time of year most suitable for planting trees, while they are dormant, considered to be December through March in Effingham County.

*Tree protection zone (TPZ).* A more or less cylindrical area surrounding a tree (planted or conserved) and including the critical root zone and extending up to the top of the tallest branch and out from the trunk to the dripline of the tree or the critical root zone, whichever is greater. This area includes the trunk, crown, and that portion of the tree's roots within the critical root zone. For a group of trees, it includes the area within the group and extending out to the critical root zones of the trees located along the entire perimeter of the group. The tree protection zone increases in size as a tree grows.

*Trunk.* The main stem(s) of a tree, located above ground, extending up from the root system, and supporting the crown. The trunk is responsible for water, nutrient, and carbohydrate transport within the tree and the storage of carbohydrates for future use.

*Unhealthy tree.* A tree demonstrating one or more signs of loss of vigor and decline, as indicated by atypical leaf color, recurring short annual shoot extension, or less than one-third live crown ratio, or severe insect or disease infestation, or with damage or structural defects that may include, but are not limited to: severed or damaged roots greater than two inches in diameter within the critical root zone; signs of previous topping or other improper pruning practices resulting in decay or a structural defect; longitudinal cracks in the trunk; wounds that encompass greater than one-third of the circumference of the trunk; trunk cavities equal to or greater than two-thirds of the trunk diameter at the point of the cavity; cracks, wounds, or cavities of one or more of the scaffold limbs resulting in a structural defect that cannot be corrected to ensure a safe or healthy condition; and any other defect that cannot be corrected through standard arboricultural practices.

*Vegetation management.* All planned work activities relating to landscape and roadside development on the right-of-way. These activities may include the removal and/or pruning of trees or other vegetation, landscape planting, construction, and any maintenance management of their related features (i.e., mowing, chemical control and pruning and tree removal).

*Very small canopy tree.* A tree with a canopy that covers at least 150 square feet at maturity but less than 400 square feet under urban conditions, with a crown diameter of at least 15 feet.

*Wound.* The opening that is created any time the tree's protective bark covering is penetrated, cut, or removed, injuring or destroying living tissue.

## **Division 2 - Landmark Trees**

A classification of trees known as "landmark trees" is hereby established:

- (a) *Criteria for designation.* Landmark trees shall be healthy trees that meet one or more of the following criteria:
- (1) Age greater than 50 years as determined by planting records or the written opinion of an arborist.
  - (2) Large canopy trees greater than 36 inches dbh, medium canopy trees greater than 24 inches dbh, and small canopy trees greater than 12 inches dbh.
  - (3) National, state, or Effingham County champion trees.
  - (4) Unique or rare species.
  - (5) Association with a documented historic event, person, or community landmark.



- (6) Trees planted for Arbor Day celebrations and other community-wide public celebrations.
- (7) Trees planted in honor or memory of an individual or an event.
- (8) Trees belonging to a significant cross-property or neighborhood-wide planting that affect the greater landscape beyond the property on which they grow.

(b) *Application.* Only the owner may apply for landmark tree status for a tree growing on their property. Applications shall be available from Effingham County Development Services.

(c) *Landmark tree official record.* An official record of the location and description of all designated landmark trees. Such record shall be maintained for public inspection. In addition, the location of a designated landmark tree shall be entered into a landmark tree GIS layer and maintained by the GIS/graphics division of the planning department.

(d) *Maintenance of landmark trees.* The pruning, maintenance, and protection of landmark trees shall be done in accordance with the technical standards set forth. Failure to comply with these technical standards may result in the revocation of landmark tree status. An appeal to reinstate a landmark tree designation may be made by the tree owner in writing. Landmark tree owners are encouraged to hire professional certified arborists experienced in the care of mature and special trees to assist in maintaining landmark trees.

### **Division 3 - Effingham County Trees**

All trees growing on Effingham County property, including the public street rights-of-way, Effingham County offices and facilities, parks and recreation areas, and all other public areas, shall be protected trees. Development Services shall be responsible for the administration of requirements of this chapter related to Effingham County trees.

(a) *Damage or destruction of Effingham County trees.* It shall be unlawful to damage or cause the death of any Effingham County tree, or to engage in the prohibited activities or to exceed the limitations set forth within the tree protection zone of any such tree.

(b) *Effingham County right-of-way encroachment permit required.* An Effingham County right-of-way encroachment permit issued by Development Services shall be required for any activity that occurs both on the public right-of-way and within the tree protection zone of an Effingham County tree. A right-of-way encroachment permit is not required for utility vegetation maintenance activities performed on public rights-of-way.

(1) *Tree protection required.* When encroachment occurs within the tree protection zone of an Effingham County tree, the tree shall be protected from damage or destruction in accordance with the tree protection standards.

(c) *Annual vegetation management schedule required from utility companies.* All utility companies having wires, cable lines, pipe, or other facilities within Effingham County right-of-way shall submit an annual vegetation management schedule no later than January 1 of each year to perform any vegetative maintenance activities on any Effingham County tree or public right-of-way. Vegetation maintenance activities shall include:

- 1) mowing;
- 2) chemical control; and
- 3) pruning and tree removal.

For non-routine projects not included on the annual vegetation management schedule, notification is not required but is preferred. In no event shall the requirements of this chapter be more restrictive with respect to utility companies affected thereby than are equivalent regulations promulgated by the Georgia Department of Transportation with respect to utilities on the state highway system under the authority of O.C.G.A. section 32-6-174. The annual vegetation management schedule requirements include:

- (1) One vegetation management schedule shall be submitted for each maintenance activity, annually for all of the sites within Effingham County.
- (2) One schedule for all three maintenance activities may be submitted, or up to three separate schedules.
- (3) The name and contact information of the utility company representative shall be included with the schedule.
- (4) The vegetation management schedule shall be submitted to Development Services.
- (5) The utility company shall have one year to perform the maintenance activities described in the vegetation management schedule.

(6) A minimum of five working days notification of any changes to the vegetation management schedule provided by the utility company to Development Services. Vegetation maintenance activities shall conform to the standards set forth in this ordinance.

(d) *Vegetation maintenance standards.* All vegetation maintenance activities performed by utility companies and their agents on Effingham County right-of-way, including mowing, chemical control, and tree pruning and removal shall conform to the following minimum standards as required by the Georgia Department of Transportation with respect to utilities on the state highway system under the authority of O.C.G.A. section 32-6-174.

- (1) Tree removal, tree pruning, mowing, and chemical control may be performed at any time.
- (2) Chemical control shall meet all state and federal regulations.
- (3) Aerial applications of chemicals are prohibited.
- (4) The utility company shall repair any damage that results from the mishandling or misuse of materials at the utility's expense and to the satisfaction of Effingham County.
- (5) Crown reduction of pine tree is limited to lateral limbs.
- (6) Cutting the leader of mature wood constitutes topping and is prohibited.
- (7) Pruning which removes more than one-third of the canopy of a tree and/or leaves the tree with unnatural symmetry is prohibited. If this type of activity is contemplated, removal should be considered.
- (8) Within right-of-way mowable areas, tree stumps and roots projecting through or appearing on the surface of the ground shall be removed to a depth of six inches below the average contour of the ground surface. Removal shall be accomplished by means of stump grinding equipment designed for this purpose, or by hand.
- (9) Holes or voids created by the removal of stumps shall be filled, graded, and compacted with acceptable fill material. In areas where stumps are adjacent to grass areas, sod shall be used to repair the bare spots created by the stump removal, areas damaged by equipment and/or currently exposed on site.
- (10) In non-mowable areas stumps may remain at a maximum of four inches above the ground line.
- (11) All work shall be done without damage to native trees and shrubs that are to remain in the vegetation management zone or are adjacent to the vegetation management zone. All work shall be done without damage to existing site conditions.
- (12) All waste and debris shall be properly disposed of and the site left in an acceptable condition on a daily basis. When completed, the work site must be clean of all litter and debris created by the utility company and, if a mowable area, acceptable for mowing by conventional mowing equipment.
- (13) Cut trees, limbs, and shrubs must be removed in their entirety from the site, unless other arrangements have been made.
- (14) Woody and leafy debris shall not be discarded onto adjacent property without permission of the landowner.
- (15) Maintenance activities that do not conform to these standards shall be deemed unsatisfactory and shall promptly be corrected by the utility company within 15 working days after notification by the landscape management division office.
- (16) Maintenance activities that result in a safety hazard or cause erosion shall be deemed unsatisfactory and shall be halted and corrected immediately.

## Division 4 - Protected Trees

Officially designated landmark trees, trees on private property that have been conserved or planted to satisfy Effingham County Code requirements, and Effingham County trees shall be classified as protected trees. Protected tree status does not apply to trees on single-family residential lots after the certificate of occupancy has been issued.

- (a) *Protection of protected trees.* All protected trees shall be actively and passively protected within the tree protection zone from damage or destruction and from any activity that may cause damage or destruction, including, but not limited to, those prohibited and limited activities listed, using all measures necessary. Tree protection measures shall conform to the tree protection standards.
- (b) *Planting of other vegetation.* Planting of perennial shrubs, herbaceous plants, turf, sod, or ground cover is limited to the outer two-thirds of the tree protection zone for a conserved tree, and to no closer than 2.5 feet to the trunk of a planted tree.
- (c) *Pruning of protected trees.* The pruning of protected trees shall conform to the tree pruning standards. A right-of-way encroachment permit shall be required for the pruning of any Effingham County tree, except for pruning by Effingham County or for vegetation management.
- (d) *Removal of protected trees.* A, Effingham County tree shall not be removed without prior approval from the Development Services Director or designee, except for the removal of trees by Effingham County or for vegetation management. Any tree planted or conserved on private property to meet code requirements shall not be removed without prior approval from the Development Services Director or designee. Approval shall be granted or denied based upon the tree removal standards.
- (e) *Replacement of protected trees.* The property owner shall replace any protected tree that dies or is removed from a site if such removal results in the decrease of the tree canopy cover on the site or lot less than that required. Replacement is required by the next tree-planting season with a tree of the same or similar species and canopy size in the same location. Replacement of landmark trees for which tree canopy cover credit was received during development shall be at the rate of two times the landmark tree's actual tree canopy cover or two times the future tree canopy cover, whichever is greater. Replacement is encouraged, but not required for landmark trees removed from single-family residential lots. All tree replacement shall be in accordance with the tree establishment standards set forth.

## Division 5 - Tree Management Plan

The property owner or his/her agent shall provide an approved tree management plan prior to the issuance of a land development/land disturbance activity permit, or the issuance of a building permit for lots that appear on a preliminary plat and/or preliminary plan approved after the adoption of this chapter.

The tree management plan shall show the amount, location, and type of tree canopy cover currently existing on the site or lot, and that which is to be conserved and planted on the site, and the percent to be included on each individual lot within a subdivision. Tree management plans submitted with a notice of timber harvest are only required to demonstrate that the tree canopy conservation standards will be met. The following components shall be included on the tree management plan:

- (a) *Existing and proposed utilities.* The location and type of all existing and proposed utilities.
- (b) *Existing forested areas and individual trees inventory.* The location and description of all existing forested areas, groupings of trees with overlapping canopies, individual, isolated trees greater than 18 inches in diameter, and landmark trees.
- (c) *Effingham County trees.* The location of any and all individual trees greater than two inches dbh, groupings of trees, and forested areas growing on the public right-of-way adjacent to the property being developed.
- (d) *Current tree canopy cover.* An estimate of the amount of tree canopy cover currently existing on the site or lot to the nearest one percent.

(e) *Individual trees to be conserved.* For individual trees to be conserved the species common and Latin dbh, canopy cover, location of the trunk, extent of the crown, boundaries of the tree protection zone, and location of tree protection fencing.

(f) *Groups and stands of trees to be conserved.* For groups and stands of trees the square foot and percent canopy cover represented, the location of the groups or stands, boundaries of the tree protection zone, and location of tree protection fencing.

(g) *Tree planting.* For each tree that will be planted to satisfy tree canopy cover requirements, including street trees and parking lot trees, the location, species common and Latin names, variety or cultivar, caliper at time of planting, and extent and location of open soil surface area.

(h) *Summary table.* A summary table of tree canopy cover by acres and percent of total site for tree canopy cover meeting conserved, planted, and total tree canopy cover requirements.

## Division 6 - Technical Standards

American National Standards Institute (ANSI) Technical standards and International Society of Arboriculture (ISA) Best Management Practices (BMPs) for tree conservation, protection, establishment, pruning, and maintenance are hereby established and shall be the minimum standards required.

All activities associated with protected trees shall conform to these technical standards. In addition, all tree conservation, protection, establishment, pruning, and maintenance shall conform to applicable American National Standard for Arboricultural Operations—Safety Requirements Z133.1 safety standards, published by the American National Standards Institute, and as officially revised and amended from time to time.

(a) *Professional assistance.* Any person or firm subject to the requirements of this chapter is encouraged to seek professional assistance from a registered forester or certified arborist. A list of consulting foresters and arborists is available from the Georgia Forestry Commission, and certified arborists can be located online on the International Society of Arboriculture's website.

(b) *Arboricultural (tree) services.* Any person or firm subject to the requirements of this chapter is encouraged to hire only qualified, established businesses to perform arboricultural services, to require references for similar work before hiring, and to require adequate insurance for property damage, personal liability, vehicles, and workers compensation. The hiring of arboricultural businesses and tree services that employ certified arborists who can supervise the requested work is recommended.

(c) *Tree conservation standards; individual trees.* The conservation of individual healthy trees or groups of healthy trees shall meet the minimum criteria below.

(1) Each tree must meet the definition of a conservable tree.

(2) The tree protection zone of each tree shall be conserved, and the tree protected according to the tree protection standards.

(h) *Tree protection standards.* Effingham County trees or trees on private property conserved and planted to meet tree canopy cover requirements shall be actively protected during development, based on ANSI and ISA BMPs, and passively throughout their life in accordance with the requirements for protected trees.

(1) *Prohibited activities.* The following activities and conditions, and any other activities and conditions harmful to a tree's roots, trunk, or crown, within the tree protection zone are prohibited:

a. Vehicle or equipment traffic, parking, or storage.

b. Materials or supplies storage.

c. Placement of temporary or permanent structures.

d. Equipment maintenance or washout.

e. Wounding of trunk.

f. Wounding or breakage of scaffold limbs or branches greater than six inches in diameter.

g. Topping or other improper pruning, such as stub cuts or flush cuts.

h. Fires; excessive heat from equipment exhaust pipes.



(2) *Limited activities.* The following activities and conditions within the tree protection zone are limited to one side of the tree in the outer ½ of the critical root zone, but in no case closer than 2.5 feet to the trunk of a planted tree and ten feet to the trunk of a conserved tree:

- a. Site or lot clearing or grubbing.
- b. Soil excavation.
- c. Soil cuts.
- d. Soil fill.
- e. Grading.
- f. Trenching.
- g. Tilling.
- h. Edging.
- i. Soil compaction.
- j. Top dressing with soil greater than two inches in depth.
- k. Paving.

(3) *Active tree protection standards.* Active tree protection shall meet the following minimum criteria:

- a. Tree protection fencing shall be installed prior to any land development or land disturbance activity around a tree at the location of the tree protection zone and shall remain in place until construction activities end, or a certificate of occupancy is issued, whichever is later.
- b. Tree protection fencing shall be four feet high, high-visibility polypropylene fencing erected with sturdy posts.
- c. Low hanging limbs that may be damaged by equipment traffic or other construction activities shall be pruned prior to the commencement of any land development/land disturbance activity; all pruning shall be in accordance with the pruning standards.
- d. When equipment movement is such that damage to tree trunks is possible, then tree trunks shall be wrapped vertically with one layer of two inch by four-inch lumber spaced a maximum of 12 inches apart and covered with corrugated cardboard secured with strapping. The wrapping shall remain on throughout the period of potential damage.

(4) *Active tree protection area sign standards.* Prior to any land development or land disturbance activity and after tree protection fencing is installed around any conserved trees or tree conservation area, tree protection area signs shall be installed. Signs shall be installed along the perimeter of all tree protection zones at least every 50 feet and shall include, at a minimum, the following text: "Tree Protection Area, Entry Prohibited, No Construction Activity, Materials or Equipment Storage, Equipment Washout, or Vehicle Traffic Allowed". The sign shall be fabricated out of a sturdy material, shall be at least 18 inches wide by 24 inches high, and shall be placed on a sturdy post with the bottom of the sign at a minimum height of 30 inches above the ground. The signs must always remain present during construction.

(5) *Passive tree protection standards.* Passive tree protection shall be required throughout the life of a protected tree and shall require, at a minimum, the avoidance of all prohibited activities and (2) within the tree protection zone.

(i) *Tree establishment standards.* Tree establishment involves a series of steps that includes site selection, species selection, quality tree selection, site preparation, tree planting, and new tree maintenance. Tree establishment standards, based on ANSI standards, shall be as set forth in subsections (1) through (7) below.

(1) *Site selection standards.* Trees shall be placed such that they have adequate space to grow unobstructed to maturity. Minimum distances at the time of planting as measured from the tree trunk to structures and infrastructure shall be required. In addition, the following standards apply:

- a. Trees shall not be planted directly over property boundary lines or corners.
- b. In no case shall a planting site be less than three feet wide in any one direction.

(2) *Species selection standards.* Species planted to satisfy the requirements of this chapter shall conform to the following standards:

- a. Species shall be selected that are tolerant of the growing conditions existing on the site, including growing space, sunlight, soil moisture, temperature, and soil volume.
- b. No more than 30 percent of any one species shall be planted on a lot.
- c. For street trees, where no obstructions to growth exist, large canopy trees shall be planted; where obstructions to growth exist for large canopy trees, medium canopy trees shall be planted; where obstructions to growth exist for medium canopy trees, small canopy trees shall be planted.

(3) *Tree size and quality standards.* Trees planted to satisfy the requirements of this chapter shall meet minimum quality standards as established in the *ANSI Z60.1 American Standard for Nursery Stock* and published by the American Horticulture Industry Association, as officially revised, and amended from time to time. Trees shall also conform to the following standards to be considered tree canopy:

- a. Trees shall be a minimum of two inches in caliper for deciduous trees, a minimum of eight feet in height for evergreen trees, and a minimum of one inch caliper per trunk for multi-trunk trees at the time of planting.
- b. Trees outside of forest regeneration areas may be container grown or balled and burlapped.
- c. Trees with forked stems and included bark shall not be counted for tree canopy cover.
- d. Trees that require staking to stand upright shall not be counted for tree canopy cover.

## Division 7 – Maintenance

(a) *Tree maintenance standards.* tree maintenance includes pruning, mulching, fertilization, cabling and bracing, and lightning protection. When required for protected trees as set forth herein, these activities shall be based on ANSI A300 Standards and done in accordance with the standards set forth below.

(1) *Tree pruning standards.* Protected trees shall be pruned in accordance with the American National Standard for Tree Care Operations A300 published by the American National Standards Institute and Best Management Practices published by the International Society of Arboriculture, as officially revised and amended from time to time. Tree owners and their agents are encouraged to hire businesses that employ certified arborists who can supervise the pruning work on site and ensure that proper pruning is being done. In addition, the following standards shall apply to protected trees:

- A. Pruning activities shall not disturb nesting, rare, or endangered wildlife to the greatest extent possible.
- B. Co-dominant stems less than four inches in diameter at the fork shall be subordinated or removed and one main stem shall remain.
- C. Pruning shall be done such that a tree's natural form is maintained to the greatest extent possible.
- D. Tree topping or heading is not permitted.
- E. Reasons for which tree pruning is not permitted include, but are not limited to:
  - i. Sign installation, clearance, or visibility, excluding traffic, directional, warning, or information signs owned by any public or semipublic agency.
  - ii. Clearance for temporary or permanent equipment traffic or storage, the erection of temporary structures, or materials storage within the tree protection zone.

(2) *Mulching standards.* Individual planted trees, individual conserved trees, and groups of ten or less conserved trees shall be mulched in accordance with the following standards. For conserved groups of more than ten trees, forested areas, future forest areas, and forested buffers, the addition of mulch is not required; however, the ground surface and natural leaf litter within these areas shall remain present and undisturbed.

- A. Mulch shall be composed of organic materials only and may include, but is not limited to, pine straw, leaves, wood chips aged at least three months, compost, and pine bark.
- B. Grass clippings, plastic sheeting, and rocks or gravel shall not be used as mulch and shall not be applied within the tree protection zone.
- C. For all trees the critical root zone shall be mulched out from the trunk at least one-third the distance to the outer edge of the critical root zone, except that no mulch ring shall have a radius less than 2.5 feet or shall be required to be greater than ten feet.

D. Mulch shall be three to four inches in depth and shall be spread in an even layer from six inches from the trunk to outer extent of the mulched area.

E. Mulch is not allowed closer than six inches to the tree trunk.

F. Mulch shall be applied at least annually, preferably in the late winter or early spring.

(3) *Fertilization standards.* Fertilization is not required for protected trees. However, if protected trees are fertilized, they shall be fertilized in accordance with the American National Standard for Tree Care Operations A300 (Part 2), published by the American National Standards Institute, and as officially revised and amended from time to time and Soil Management for Urban Trees (2014) and Tree and Shrub Fertilization, Third Edition (2013) published by the International Society of Arboriculture.

(4) *Tree support systems standards.* Any tree support systems placed in protected trees shall be designed, installed, and maintained in accordance with the American National Standard for Tree Care Operations ANSI A300 (Part 3), published by the American National Standards Institute, and as officially revised and amended from time to time.

(5) *Lightning protection systems standards.* Any lightning protection systems placed in protected tree shall be designed, installed, and maintained in accordance with the American National Standard for Tree Care Operations ANSI A300 (Part 4), dated August 30, 2002, published by the American National Standards Institute, and as officially revised and amended from time to time.

## Division 8 – Tree Removal

(a) *Tree removal standards.* The removal of protected trees shall be done in accordance with the standards set forth below.

(1) Tree removal shall not disturb nesting, rare, or endangered wildlife to the greatest extent possible, and removal shall be delayed until nesting wildlife is safely removed.

(2) Tree removal shall be approved if a tree meets one or more of the following conditions.

a. Dead.

b. Unhealthy condition.

c. Dieback of 50 percent or greater of the crown.

d. Insect infestation or disease condition for which treatment is impractical, causing tree decline, and with a high probability of spreading to other trees.

e. Trunk wounds greater than one-third the circumference of the trunk.

f. Trunk cavity greater than two-thirds the diameter of the trunk at the point of the cavity.

g. Structural defects in scaffold limbs, where defect correction through pruning will result in removal of 50 percent or greater of the tree's crown.

h. Litter originating from the tree that creates an unsafe condition or poses a hazard to public health, safety, and welfare.

i. Unresolvable conflict with infrastructure that is creating an unsafe condition or poses a hazard to public health, safety, and welfare.

(3) Reasons for which tree removal is not permitted include, but are not limited to:

a. Sign installation, clearance, or visibility, excluding traffic, directional, warning, or information signs owned by any public or semipublic agency.

b. Unwanted production of leaves, fruit, or other organic litter that does not create an unsafe condition or that is not a hazard to public health, safety, and welfare.

(4) *Stump grinding standards.* After removal, stumps of protected trees, except for landmark trees on single-family residential lots, that are greater than six inches in diameter shall be ground to a depth of 12 inches, and the resulting woody debris mixed with an equal part of soil. The surface of the ground in the area of the stump shall be level with the surrounding ground after grinding and incorporation of soil.

## Division 9 – Variances

Except as otherwise provided in this chapter as administrative waivers, where practical difficulties, unnecessary hardship and results inconsistent with the purpose and intent of this chapter may result from the strict application of certain provisions thereof, variances may be granted by the Effingham County Board of Commissioners upon a finding that the criteria set forth have been met. In granting a variance, the Board of Commissioners is hereby given jurisdiction to hear variances herein and may impose conditions to protect the best interests of the surrounding property and property owners, the neighborhood, or the community as a whole and consistent with the purpose and intent of this chapter.

(a) *Application.* Such application shall be accompanied by:

- (1) A tree management plan.
- (2) A statement and evidence demonstrating that the following criteria are met:
  - a. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, character, topography;
  - b. The application of the provisions of this chapter to this piece of property would create an unnecessary hardship;
  - c. The benefits of granting the variance will be greater than any negative impacts on adjacent uses and will further the purpose and intent of this chapter;
  - d. The special conditions and circumstances on the site do not result from the actions of the applicant; and
  - e. The variance, if granted, will represent the minimum variance that will afford relief from the identified hardship and will represent the least deviation possible from the zoning regulation and from the comprehensive plan.
- (3) Proposed mitigation plan that offsets the effects of the proposed variance during site preparation, construction, and post-construction phases.

## **Division 10 – Inspections**

Inspections shall be required to ensure that the purpose, intent, and provisions of this chapter are met.

- (a) *Preliminary inspection.* The site shall be inspected with the applicant or his/her agent prior to plans review or preliminary plat and/or site approval for the purpose of discussing options for tree conservation, compliance with technical standards and enforcement procedures. In no case shall a site plan or preliminary plat be approved without a preliminary inspection and approved tree management plan.
- (b) *Tree protection inspection.* An inspection shall be made after the approval of a preliminary plat and/or plan and prior to the issuance of a land development/land disturbance activity permit for the purpose of insuring that all tree protection standards have been met. The approval of tree protection measures shall be required before any land disturbance activities commence. In no case shall a land disturbance activity permit be issued without a site inspection for tree protection compliance and without an approved tree management plan as required.
- (c) *Periodic inspections.* Additional site inspections may take place periodically during construction or encroachment to ensure that all technical standards and conditions of the tree management plan are being met. Inspections may be made at any time to ensure that tree canopy cover is being maintained on a site or lot as required by this chapter.
- (d) *Certificate of occupancy inspection.* An inspection of the site shall be required prior to the issuance of a certificate of occupancy for the purpose of ensuring all applicable requirements of this chapter have been met.
- (e) *Inspection of right-of-way encroachment activity.* Site inspections may be made at any time after the permit is issued to enforce the provisions of this chapter.

## **Division 11 - Enforcement**

Failure to comply with any of the provisions of this chapter shall result in a citation, or one of the following actions.



- (a) *Stop work order.* Upon notice from the issuing authority or its agent, work on any project that is being performed contrary to the provisions of this chapter shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property, his authorized agent or the person or persons in charge of the activity on the property and shall state the conditions under which work may resume. Where an emergency exists a written notice to comply nor a written notice to stop work is not required.
- (b) *Withholding of certificate of occupancy.* If the person engaged in development activity fails to comply with a written notice to comply within the time specified, he shall be deemed in violation of this chapter and, in addition to other penalties, the administrator may request that the Effingham County Building Department refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the measures necessary to achieve compliance with this chapter have been completed and all violations of this chapter have been brought into compliance.

#### **3.5.11.1 - Violations and Penalties**

Any person violating or causing the violation of any of the provisions of this chapter or failing to comply with its provisions has committed an infraction, and upon conviction thereof is punishable as prescribed in the Effingham County Code.

**Staff Report**

**Subject:** Ordinance Revision  
**Author:** Jonathan Hulme  
**Department:** Engineering  
**Date:** July 2, 2024

**Item Description: Part II- Official Code, Chapter 34- Article III- Section 34.83**

**Summary Recommendation:**

The current ordinance contradicts the Stormwater Management Local Design Manual.

**Executive Summary/Background:**

Engineering is recommending the following changes:

- Eliminate the text “more than one foot at any point within the community.”
- No rise is common industry practice and would help clarify the contradiction.

**Alternatives:**

**Approve an amendment** to the Code of Ordinances Amendment to **Part II, Appendix C, Article III, Section 34.83**

**Deny an amendment** to the Code of Ordinances Amendment to **Part II, Appendix C, Article III, Section 34.83**

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Engineering

**FUNDING:** N/A

**Attachments:** Amendment To Part II, Chapter 34, Article III, Section 34.83

## ARTICLE III. - PROVISIONS FOR FLOOD HAZARD REDUCTION

## Sec. 34-81. - General standards.

In all areas of special flood hazard the following provisions are required:

- (1) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure;
- (2) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;
- (3) New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;
- (4) Elevated buildings. All new construction or substantial improvements of existing structures that include any fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater:
  - a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
    1. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
    2. The bottom of all openings shall be no higher than one foot above grade; and
    3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
  - b. So as not to violate the "lowest floor" criteria of this chapter, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and
  - c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (5) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (6) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces;
- (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters;
- (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding; and
- (10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this chapter shall be undertaken only if the non-conformity is not furthered, extended or replaced.

(Ord. of 3-3-15, § 1)

## Sec. 34-82. - Specific standards.

In all areas of special flood hazard the following provisions are required:

- (1) *New construction and/or substantial improvements.* Where base flood elevation data are available, new construction and/or substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with standards of subsection 34-81(4) of this article.
  - a. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated at or above one foot above the base flood elevation.
- (2) *Non-residential construction.* New construction and/or the substantial improvement of any structure located in A1-30, AE, or AH zones may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one foot above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the county engineer as set forth in subsection 34-49(6) of this chapter.
- (3) *Standards for manufactured homes and recreational vehicles.* Where base flood elevation data are available:
  - a. All manufactured homes placed and/or substantially improved on: (1) individual lots or parcels, (2) in new and/or substantially improved existing manufactured home parks or subdivisions, (3) in expansions to existing manufactured home parks or subdivisions, or (4) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as a result of a flood must have the lowest floor including basement elevated no lower than one foot above the base flood elevation.
  - b. Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
    1. The lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation; or
    2. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.
  - c. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement (reference subsection 34-81(6)).
  - d. All recreational vehicles placed on sites must either:
    1. Be on the site for fewer than 180 consecutive days;
    2. Be fully licensed and ready for highway use, (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
    3. The recreational vehicle must meet all the requirements for "new construction," including the anchoring and elevation requirements of items a. and c., above.
- (4) *Floodway*—Located within areas of special flood hazard established in section 34-7 may be areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:
  - a. Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted provided that it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof.
  - b. Any new construction or substantial improvement allowed in accordance with subsection a. above shall comply with all other applicable flood hazard reduction provisions of this article.

(Ord. of 3-3-15, § 1)

## Sec. 34-83. - Building standards for streams without established base flood elevations and/or floodway (A-zones).

Within the areas of special flood hazard established in section 34-7, where streams exist but no base flood data have been provided (A-zones), or where base flood data have been provided but a floodway has not been delineated, the following provisions apply:

- (1)

When base flood elevation data or floodway data have not been provided by FEMA in accordance with section 34-7, then the county engineer may obtain, review, and reasonably utilize any scientific or hydrological elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of this article. If data are not available from these sources, then the following provisions apply.

- (2) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or within 20 feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in ~~more than a one-foot~~ **an** increase in flood levels during the occurrence of the base flood discharge.
- (3) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three feet above the highest adjacent grade at the building site. NOTE: Require the lowest floor to be elevated one foot above the estimated base flood elevation in A-zone areas where a limited detail study has been completed). Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of subsection 34-81(4) of this article.
  - a. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated no less than three feet above the highest adjacent grade at the building site.

A registered land surveyor or professional engineer shall certify the lowest floor elevation level to the county engineer and the record shall become a permanent part of the permit file.

(Ord. of 3-3-15, § 1)

Sec. 34-84. - Standards for areas of special flood hazard (zones AE) with established base flood elevations without designated floodways.

Within the areas of special flood hazard established in section 34-7 where streams with base flood elevations are provided but no floodways have been designated (zones AE), the following provisions apply:

- (1) No encroachments, including fill material, new structures or substantial improvements shall be located within areas of special flood hazard, unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
- (2) New construction or substantial improvements of buildings shall be elevated or floodproofed to elevations established in accordance with section 34-82 of this article.

(Ord. of 3-3-15, § 1)

Sec. 34-85. - Standards for areas of shallow flooding (AO zones).

Areas of special flood hazard established in section 34-7 may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to the flood depth number specified on the flood insurance rate map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least three feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of subsection 34-81(4) of this article.

A registered land surveyor or professional engineer shall certify the lowest floor elevation level to the county engineer and the record shall become a permanent part of the permit file.

- (2) New construction or the substantial improvement of a non-residential structure may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to the specified FIRM flood level plus one foot above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in subsections 34-47(1)c. and (2).

- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

(Ord. of 3-3-15, § 1)

Sec. 34-86. - Standards for subdivisions.

For the purposes this section, "subdivisions" shall include only major subdivisions as defined in the subdivision regulations (appendix B), and "development" shall not include those activities exempt under the development plan ordinance (appendix E).

- (1) All subdivision and/or development proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision and/or development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (3) All subdivision and/or development proposals shall have adequate drainage provided to reduce exposure to flood hazards; and
- (4) For subdivisions and/or developments greater than 50 lots or five acres, whichever is less, base flood elevation data shall be provided for subdivision and all other proposed development, including manufactured home parks and subdivisions. Any changes or revisions to the flood data adopted herein and shown on the FIRM shall be submitted to FEMA for review as a conditional letter of map revision (CLOMR) or conditional letter of map amendment (CLOMA), whichever is applicable. Upon completion of the project, the developer is responsible for submitting the "as-built" data to FEMA in order to obtain the final LOMR and assuring that the new base flood boundary, floodway and/or V zone boundary if applicable, and the applicable base flood elevation for the building site on each lot, be clearly marked on all recorded subdivision plats, be they for residential, commercial, or industrial use.

(Ord. of 3-3-15, § 1)

Sec. 34-87. - Standards for critical facilities.

- (a) Critical facilities shall not be located in the area of special flood hazard.
- (b) All ingress and egress from any critical facility must be protected to the highest known base flood elevation.

(Ord. of 3-3-15, § 1)



- B. For pipe depths between 5.1 and 10.0 feet and less from pipe invert to proposed finished grade, the easement or right-of-way width is to be 25 feet.
- C. For pipe depths 10.1 feet and greater from pipe invert to proposed finished grade, the easement or right-of-way width is to be 30 feet.

Drainage easements may be used for other easements with the written approval of the County Engineer or his designee and with consent of the easement holders. Nothing shall be constructed which prohibits the use of the drainage easements for access to various properties and other compatible uses without the written authorization of the County Engineer or his designee.

All stormwater drainage easements shall be recorded with the clerk of Superior Court of Effingham County.

A developer may be required to provide adequate easements downstream from his proposed discharge if adequate public or private facilities do not exist to carry the proposed discharge.

#### 4.3.8. Flood Elevation Impacts

All design work should be performed in strict conformance with applicable local, state, and federal government agency requirements pertaining to floodplain management. All development activity shall be designed to maintain the flooding capacity of the flood hazard area, unless:

1. It can be demonstrated that there is no increase, either upstream or downstream in the base flood elevation after the proposed improvement; and,
2. Compensating storage is provided for all flood volume displaced by the proposed development or redevelopment activities below the base flood elevation.

It is the policy of Effingham County that raising the flood water elevation on an adjacent property shall not be acceptable. As such, the LOS standards outlined in the Effingham County LDM shall be considered minimum standards. Where flood elevation(s) on an adjacent property will be increased due to development and/or construction of a drainage system, the LOS may be increased by the County Engineer or his designee in an effort to minimize impacts to the adjacent property. This requirement may be waived at the County's discretion if the adjacent property owner provides a permanent drainage easement between the two property owners. The easement shall provide that the owner of the impacted property acknowledges that an increase in flood elevations will occur on their property as a result of the proposed development. Additionally, the easement shall include at a minimum a map showing the extent of the pre-development and post-development 100-year floodplains. The party responsible for causing the impacts to the floodplain shall address any applicable FEMA or other regulatory requirements as part of the design and permitting effort.

Finally, the easement must be recorded with the Clerk of Superior Court of Effingham County as an attachment to the affected property's land deed and shall be binding on all future property owners. Long term maintenance of the easement shall be the responsibility of the private property owners in accordance with the provisions outlined in the easement.

**Staff Report**

**Subject:** Ordinance Revision  
**Author:** Jonathan Hulme  
**Department:** Engineering  
**Date:** July 2, 2024

**Item Description: Part II- Official Code, Chapter 34- Article III- Section 34.84**

**Summary Recommendation:**

The current ordinance contradicts the Stormwater Management Local Design Manual.

**Executive Summary/Background:**

Engineering is recommending the following changes:

- Eliminate the text “more than one foot at any point within the community.”
- No rise is common industry practice and would help clarify the contradiction.

**Alternatives:**

**Approve an amendment** to the Code of Ordinances Amendment to **Part II, Appendix C, Article III, Section 34.84**

**Deny an amendment** to the Code of Ordinances Amendment to **Part II, Appendix C, Article III, Section 34.84**

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Engineering

**FUNDING:** N/A

**Attachments:** Amendment To Part II, Chapter 34, Article III, Section 34.84

## ARTICLE III. - PROVISIONS FOR FLOOD HAZARD REDUCTION

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- (2) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage;
- (3) New construction or substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage;
- (4) Elevated buildings. All new construction or substantial improvements of existing structures that include any fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater:
  - a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
    1. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
    2. The bottom of all openings shall be no higher than one foot above grade; and
    3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
  - b. So as not to violate the "lowest floor" criteria of this chapter, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and
  - c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (5) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (6) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces;
- (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters;
- (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding; and
- (10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this chapter shall be undertaken only if the non-conformity is not furthered, extended or replaced.

(Ord. of 3-3-15, § 1)

## Sec. 34-82. - Specific standards.

In all areas of special flood hazard the following provisions are required:

- (1) *New construction and/or substantial improvements.* Where base flood elevation data are available, new construction and/or substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with standards of subsection 34-81(4) of this article.
  - a. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated at or above one foot above the base flood elevation.
- (2) *Non-residential construction.* New construction and/or the substantial improvement of any structure located in A1-30, AE, or AH zones may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to one foot above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the county engineer as set forth in subsection 34-49(6) of this chapter.
- (3) *Standards for manufactured homes and recreational vehicles.* Where base flood elevation data are available:
  - a. All manufactured homes placed and/or substantially improved on: (1) individual lots or parcels, (2) in new and/or substantially improved existing manufactured home parks or subdivisions, (3) in expansions to existing manufactured home parks or subdivisions, or (4) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as a result of a flood must have the lowest floor including basement elevated no lower than one foot above the base flood elevation.
  - b. Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
    1. The lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation; or
    2. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.
  - c. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement (reference subsection 34-81(6)).
  - d. All recreational vehicles placed on sites must either:
    1. Be on the site for fewer than 180 consecutive days;
    2. Be fully licensed and ready for highway use, (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
    3. The recreational vehicle must meet all the requirements for "new construction," including the anchoring and elevation requirements of items a. and c., above.
- (4) *Floodway*—Located within areas of special flood hazard established in section 34-7, may be areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:
  - a. Encroachments are prohibited, including earthen fill, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted provided that it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in any increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof.
  - b. Any new construction or substantial improvement allowed in accordance with subsection a. above shall comply with all other applicable flood hazard reduction provisions of this article.

(Ord. of 3-3-15, § 1)

## Sec. 34-83. - Building standards for streams without established base flood elevations and/or floodway (A-zones).

Within the areas of special flood hazard established in section 34-7, where streams exist but no base flood data have been provided (A-zones), or where base flood data have been provided but a floodway has not been delineated, the following provisions apply:

- (1)

When base flood elevation data or floodway data have not been provided by FEMA in accordance with section 34-7, then the county engineer may obtain, review, and reasonably utilize any scientific or hydrological data available from a federal, state, or other source, in order to administer the provisions of this article. If data are not available from these sources, then the following provisions apply.

- (2) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or within 20 feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in more than a one foot increase in flood levels during the occurrence of the base flood discharge.
- (3) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three feet above the highest adjacent grade at the building site. NOTE: Require the lowest floor to be elevated one foot above the estimated base flood elevation in A-zone areas where a limited detail study has been completed). Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of subsection 34-81(4) of this article.
  - a. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated no less than three feet above the highest adjacent grade at the building site.

A registered land surveyor or professional engineer shall certify the lowest floor elevation level to the county engineer and the record shall become a permanent part of the permit file.

(Ord. of 3-3-15, § 1)

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Within the areas of special flood hazard established in section 34-7 where streams with base flood elevations are provided but no floodways have been designated (zones AE), the following provisions apply:

- (1) No encroachments, including fill material, new structures or substantial improvements shall be located within areas of special flood hazard, unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood ~~more than one foot~~ at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
- (2) New construction or substantial improvements of buildings shall be elevated or floodproofed to elevations established in accordance with section 34-82 of this article.

(Ord. of 3-3-15, § 1)

Sec. 34-85. - Standards for areas of shallow flooding (AO zones).

Areas of special flood hazard established in section 34-7 may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to the flood depth number specified on the flood insurance rate map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least three feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of subsection 34-81(4) of this article.
 

A registered land surveyor or professional engineer shall certify the lowest floor elevation level to the county engineer and the record shall become a permanent part of the permit file.
- (2) New construction or the substantial improvement of a non-residential structure may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be watertight to the specified FIRM flood level plus one foot above highest adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in subsections 34-47(1)c. and (2).
- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

(Ord. of 3-3-15, § 1)

Sec. 34-86. - Standards for subdivisions.

For the purposes this section, "subdivisions" shall include only major subdivisions as defined in the subdivision regulations (appendix B), and "development" shall not include those activities exempt under the development plan ordinance (appendix E).

- (1) All subdivision and/or development proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision and/or development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (3) All subdivision and/or development proposals shall have adequate drainage provided to reduce exposure to flood hazards; and
- (4) For subdivisions and/or developments greater than 50 lots or five acres, whichever is less, base flood elevation data shall be provided for subdivision and all other proposed development, including manufactured home parks and subdivisions. Any changes or revisions to the flood data adopted herein and shown on the FIRM shall be submitted to FEMA for review as a conditional letter of map revision (CLOMR) or conditional letter of map amendment (CLOMA), whichever is applicable. Upon completion of the project, the developer is responsible for submitting the "as-built" data to FEMA in order to obtain the final LOMR and assuring that the new base flood boundary, floodway and/or V zone boundary if applicable, and the applicable base flood elevation for the building site on each lot, be clearly marked on all recorded subdivision plats, be they for residential, commercial, or industrial use.

(Ord. of 3-3-15, § 1)

Sec. 34-87. - Standards for critical facilities.

- (a) Critical facilities shall not be located in the area of special flood hazard.
- (b) All ingress and egress from any critical facility must be protected to the highest known base flood elevation.

(Ord. of 3-3-15, § 1)

- B. For pipe depths between 5.1 and 10.0 feet and less from pipe invert to proposed finished grade, the easement or right-of-way width is to be 25 feet.
- C. For pipe depths 10.1 feet and greater from pipe invert to proposed finished grade, the easement or right-of-way width is to be 30 feet.

Drainage easements may be used for other easements with the written approval of the County Engineer or his designee and with consent of the easement holders. Nothing shall be constructed which prohibits the use of the drainage easements for access to various properties and other compatible uses without the written authorization of the County Engineer or his designee.

All stormwater drainage easements shall be recorded with the clerk of Superior Court of Effingham County.

A developer may be required to provide adequate easements downstream from his proposed discharge if adequate public or private facilities do not exist to carry the proposed discharge.

#### 4.3.8. Flood Elevation Impacts

All design work should be performed in strict conformance with applicable local, state, and federal government agency requirements pertaining to floodplain management. All development activity shall be designed to maintain the flooding capacity of the flood hazard area, unless:

- 1. It can be demonstrated that there is no increase, either upstream or downstream in the base flood elevation after the proposed improvement; and,
- 2. Compensating storage is provided for all flood volume displaced by the proposed development or redevelopment activities below the base flood elevation.

It is the policy of Effingham County that raising the flood water elevation on an adjacent property shall not be acceptable. As such, the LOS standards outlined in the Effingham County LDM shall be considered minimum standards. Where flood elevation(s) on an adjacent property will be increased due to development and/or construction of a drainage system, the LOS may be increased by the County Engineer or his designee in an effort to minimize impacts to the adjacent property. This requirement may be waived at the County's discretion if the adjacent property owner provides a permanent drainage easement between the two property owners. The easement shall provide that the owner of the impacted property acknowledges that an increase in flood elevations will occur on their property as a result of the proposed development. Additionally, the easement shall include at a minimum a map showing the extent of the pre-development and post-development 100-year floodplains. The party responsible for causing the impacts to the floodplain shall address any applicable FEMA or other regulatory requirements as part of the design and permitting effort.

Finally, the easement must be recorded with the Clerk of Superior Court of Effingham County as an attachment to the affected property's land deed and shall be binding on all future property owners. Long term maintenance of the easement shall be the responsibility of the private property owners in accordance with the provisions outlined in the easement.



## Staff Report

**Subject:** Approval of Indefinite Delivery Contracts (IDC) for Engineering and Architectural Services

**Author:** Danielle Carver, PCPM

**Department:**

**Meeting Date:** July 2, 2024

**Item Description:** Award multiple IDC master service agreements with selected firms to provide engineering and architectural services for the County.

### Summary Recommendation:

Throughout the year, the County will advertise and select professional design consultants to provide services to the County. These services vary from roadway, water and sewer, building, and site design, transportation, utility, and road planning documents, small scale / short timeline repairs and renovations, etc. The time need to properly prepare an Request for Qualification, advertise for responses, reviewing Statements of Qualifications, awarding contracts and negotiating fees can be extensive and has the potential to delay needed project several months. The IDC process is needed to pre-qualify teams and individual firms and establish negotiated rates under a master service agreement. Once each firm is under contract, requesting a scope of service and man-hour estimate would take only a day or two instead of the traditional 90+ days.

### Executive Summary/Background:

- The County prepared a RFQ for firms to submit qualifications and hourly fees for 12 different service areas. Nineteen submittals were received.
- A selection committee consisting of the PCPM, County Engineer, County Manager, and Albeck Group reviewed and ranked the teams and firms in each of the 12 service areas.
- The County staff recommend entering into a master service agreement with the teams/firms listed within each service area. See attached summary.

### Alternatives for Commission to Consider

- 1 – Approve selection of the listed firms for IDC Master Service Agreements
- 2 – Take no action

**Recommended Alternative:** Alternative 1

**Other Alternatives:** 2

**Department Review:** County Engineering; County Attorney, PCPM, Albeck Group

**Funding Source:** N/A (Master Service Agreements have no funding. Each Task Order authorized under the MSA will have dedicated funding associated with the project.)

**Attachments:**

1. Draft Contract (each vendor will have the same contract)
2. Scoring Summary
3. Listing of recommended firms
4. Rate Sheets for each Vendor

	Surveying	Utilities Infrastructure	Transportation	Structural	Stormwater	Geotechnical Environmental	Construction Management	Landscape Management	Facility Assessment	Building System Evaluation	Interior/Exterior Renovations	Building/Park Design
<b>Atlas Technical Consultants</b>	X	X	X	X		X	X					
<b>BCC Engineering/Heath &amp; Lineback</b>		X	X	X	X		X	X				X
<b>Coleman Company</b>	X	X	X		X		X	X				X
<b>EMC Engineering</b>	X	X	X		X		X	X				X
<b>Foresite Group</b>			X	X	X			X				X
<b>G. Ben Turnipseed Engineers</b>		X										
<b>Goodwyn Mills Cawood</b>	X	X	X		X	X	X	X	X	X	X	X
<b>Greenline Architecture</b>									X		X	X
<b>Hussey Gay Bell</b>	X	X	X	X	X		X	X	X	X	X	X
<b>Kimley-Horn</b>		X	X	X	X			X				
<b>Moffatt &amp; Nichol</b>		X	X	X	X		X					
<b>Pond &amp; Company</b>		X	X	X	X		X	X	X	X	X	X
<b>Rochester &amp; Associates</b>	X											
<b>Thomas &amp; Hutton</b>	X	X	X	X	X		X	X				X

## Vendor Scores by Evaluation Criteria

Export to CSV

Vendor	Experience Points Based 40 Points (40%)	Project Approach Points Based 20 Points (20%)	Project Team (including sub-consultants) Points Based 20 Points (20%)	Response Time Points Based 10 Points (10%)	Rate Schedule Points Based 10 Points (10%)	Total Score (Max Score 100)
Atlas Technical Consultants LLC	37	18.7	19	8.8	9.2	92.67
BCC Engineering, LLC d/b/a Heath &...	34.8	18.8	17	9	7.8	87.5
Coleman Company Inc	38	18.8	17	8.2	9	91
EMC Engineering Services, Inc.	37.3	18	17.2	9.5	9.2	91.17
Foresite Group, LLC	36.2	18.8	17.2	7	9.2	88.33
G. Ben Turnipseed Engineers	33.8	17	15.2	7.2	9.5	82.67
Goodwyn Mills Cawood, LLC	39.5	18.8	19.5	9	9	95.83
Greenline Architecture	37.8	18.2	17.5	8.7	8.7	90.83
Hussey Gay Bell	39.3	19	19.2	8.2	8.8	94.5
Kimley-Horn	35	17	15.8	8.2	8.8	84.83
Moffatt & Nichol	38	19	19	8.8	9	93.83
Orlo Forensics, LLC	20	15.2	10.2	5.2	3	53.5
Pond & Company	35.8	18.2	19	7.5	7.7	88.17
PRAXIS3	32	16.3	13.2	6.2	7.3	75
RK&K	31.2	18.5	14	5	8.7	77.33
Roberts Civil Engineering	30.7	17.2	15	7.2	8.2	78.17
Rochester & Associates, LLC	36.8	15.3	15	5.8	9	82
Thomas & Hutton	39.7	18.8	19.5	9	8.2	95.17
TTL	27	18	15.7	6.2	7.3	74.17

REQUEST FOR PROPOSAL

23-RFQu-061

INDEFINITE DELIVERY CONTRACT FOR PROFESSIONAL  
ENGINEERING AND ARCHITECTURAL SERVICES



Effingham County  
804 S Laurel Street  
Springfield, GA 31329

Effingham County  
REQUEST FOR PROPOSAL

23-RFQu-061

Indefinite Delivery Contract for Professional Engineering and  
Architectural Services

- I. Services Contract .....
- II. TERMS AND CONDITIONS OF THIS CONTRACT .....
- III. COMPENSATION, FINANCIAL ADMIN AND GUARANTEES .....
- IV. INSURANCE REQUIREMENTS .....
- V. WAIVERS AND EXCEPTIONS .....
- VI. GENERAL PROVISIONS .....
- VII. AUTHORITY TO EXECUTE AND ENTER AGREEMENT .....

Attachments:

A - 1. Atlas\_Proposal\_Cost



## 1. Services Contract

### Services Contract Between

This Contract (hereinafter referred to as “Contract” or “Agreement”) is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or “County”) and Atlas Technical Consultants LLC, 2450 Commerce Ave., Ste 100 Duluth, GA 30096, (hereinafter called the "Contractor"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

### WITNESSETH

WHEREAS, the Board desires to engage a qualified company as specified in 23-RFQu-061 - Indefinite Delivery Contract for Professional Engineering and Architectural Services; and

WHEREAS, the Vendor has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Vendor as follows:

## 2. TERMS AND CONDITIONS OF THIS CONTRACT

### 2.1. TERMS OF SERVICE.

The scope of services and the terms and conditions of performance shall be as specified in this document and in 23-RFQu-061- Indefinite Delivery Contract for Professional Engineering and Architectural Services and related addenda which are hereby adopted and incorporated as if set forth fully herein.

### 2.2. CONTRACT Renewal Section

This Contract will commence on Monday, July 1, 2024 and terminate on Monday, June 30, 2025 with automatic renewal options for two (2) additional one (1) year terms provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and the Vendor or:

- Unless otherwise directed by the Effingham County Board of Commissioners.
- Unless budgeted funds are not appropriated.

### 2.3. REQUIREMENT FOR MANDATORY PERFORMANCE.

The words "shall", "will" and "must" may be used interchangeably in this Contract and in any case will indicate mandatory.

### 2.4. PERSONNEL AND EQUIPMENT.

The Vendor represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Vendor under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

### 2.5. CHANGES TO THIS CONTRACT

The County may, at any time, request changes in the Scope of Services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Vendor's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Vendor shall be incorporated in written amendments to this Contract.

### 2.6. TERMINATION OF CONTRACT FOR CAUSE.

County may terminate this Contract for cause or Vendor's persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Vendor shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

### 2.7. TERMINATION OF CONTRACT WITHOUT CAUSE.

County may terminate without cause, upon seven (7) days written notice to Vendor. In such case, Vendor shall be paid for completed and acceptable work executed in accordance with this Contract prior

to the effective date of termination. Vendor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

## 2.8. TERMINATION OF CONTRACT FOR LACK OF FUNDING.

The obligation of the County for payment to the Vendor is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

## 2.9. INDEMNIFICATION.

To the fullest extent permitted by law, the Vendor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Vendor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The Vendor's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Contractor.

## 2.10. COVENANT AGAINST CONTINGENT FEES.

The Vendor shall comply with the relevant requirements of all Federal, State, County or other local laws. The Vendor warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Vendor, for any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the Board shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## 2.11. PROHIBITED INTERESTS.

A. Conflict of Interest. The Vendor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Vendor further agrees that, in the performance of the Contract no person having such interest shall be employed.

B. Statement of disclosure: Vendor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

### Interests of Public Officials.

Vendor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor

agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

#### 2.12. AUDITS AND INSPECTIONS.

At any time during normal business hours and as often as the County may deem necessary, the Vendor and its subcontractors shall make available to the County and/or representatives of the County, examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the County to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Vendor as requested by the County.

#### 2.13. INDEPENDENT CONTRACTOR.

Vendor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Vendor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Vendor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement.

#### 2.14. NOTICES.

All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 804 South Laurel Street, Springfield, Georgia 31329, or at any such

other place as may be subsequently designated by written notice to the Contractor.

All written notices, demands, and other papers or documents to be delivered to the Vendor under this Contract shall be transmitted by certified mail, postage prepaid, to Atlas Technical Consultants LLC and 2450 Commerce Ave., Ste 100 Duluth, GA 30096. It shall be Vendor's responsibility to inform the County of any change to this contact address.

#### 2.15. COMPLIANCE WITH LAWS.

The Vendor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

#### 2.16. ASSIGNABILITY.

The Vendor shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

#### 2.17. GOVERNING LAW.

This Contract shall be governed by the laws of Georgia, with venue in Effingham County.



### **3. COMPENSATION, FINANCIAL ADMIN AND GUARANTEES**

#### **3.1. COMPENSATION FOR CONTRACTOR SERVICES.**

The County shall pay the Contractor for his services as detailed in the proposal submitted by the Vendor:

These rates and fees shall remain in effect until 06/30/2025, without exception.

All invoices shall contain the following:

- Date services performed
- Detailed account of services performed
- Location of services performed
- Name of employee providing said services
- Name of County employee requesting said services

No work shall take place without advanced written approval of the County’s Purchasing Department. If the Vendor commences any work prior to receiving written approval, he does so at his own risk.

No work outside the scope of work contained in the RFP will be performed without the advanced written approval of the County’s Board of Commissioners.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Vendor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Vendor. The County will immediately notify the Vendor of its intention to withhold payment of any invoice or voucher submitted.

#### **3.2. PAYMENT OF TAXES AND FEES.**

The Vendor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

#### **3.3. QUANTITIES GUARANTEED.**

The Vendor represents, understands and agrees that this is an “ON CALL” / “LUMP SUM” contract, to guarantee pricing for services contained herein.

## 4. INSURANCE REQUIREMENTS

### 4.1. INSURANCE PROVISIONS:

Vendor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, employees or subcontractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

#### **General Information that shall appear on a Certificate of Insurance:**

1. Name of Producer (contractor's insurance Broker/Agent).
2. Companies affording coverage (there may be several).
3. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
4. A Summary of all current insurance for the insured (includes effective dates of coverage).
5. A brief description of the operations to be performed, the specific job to be performed, or contract number.
6. Certificate Holder (This is to always include Effingham County).

#### **Limits of Insurance:**

Effective coverage shall have the following limits:

- A. Commercial General Liability of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over \$1,000,000.00.
- B. Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- C. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

#### **Special Requirements:**

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to

initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.

Reporting Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage.

**C. Cancellation/Non-Renewal Notification:** Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.

**D. Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONTRACTOR must ensure Certificates of Insurance are updated for the entire term of the Contract.

**F. Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.

**G. Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.

**H. Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses

**Additional Coverage for Engineering, Architectural and Surveying Services:**

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: \$1,000,000 per claim/occurrence. Coverage

Requirement: If "claims made," retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if "tail" coverage has been purchased and the duration of the coverage.

## 5. WAIVERS AND EXCEPTIONS

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

## 6. GENERAL PROVISIONS

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Vendor warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Vendor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Vendor from County for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors, administrators, heirs, personal representative, successors, or assigns.



## 7. AUTHORITY TO EXECUTE AND ENTER AGREEMENT

By his, her, or their signature(s) below, the person or persons signing on behalf of Vendor warrant that (1) they are authorized to sign on behalf of Vendor; (2) that to the extent Vendor; is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Atlas Technical Consultants LLC

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Witness - Signature Witness - Title

**BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA**

\_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

23-RFQu-061

COMISSION APPROVAL DATE: \_\_\_\_\_

**SECTION G**  
UNIT PRICE  
MAN-HOUR  
FEES

POSITION	MAN-HOUR FEE
Principal-in-Charge	\$275.00
Project Manager	\$230.00
Senior Engineer (Roadway, Bridge, Traffic, Geotech)	\$185.00
Engineer (Roadway, Bridge, Traffic, Geotech)	\$135.00
CAD Technician (Roadway, Bridge, Traffic, Geotech)	\$100.00
Senior Transportation Planner	\$150.00
Transportation Planner	\$125.00
Quality Control/Quality Assurance Coordinator	\$200.00
Project Control Coordinator	\$135.00
Registered Land Surveyor	\$160.00
2-Person Surveying Crew	\$140.00
Senior Environmental Scientist	\$150.00
Environmental Specialist	\$125.00
Construction Project Manager	\$175.00
Construction Assistant Project Manager	\$120.00
Construction Inspector	\$90.00
Utility Engineer	\$135.00
Utility Technicians	\$100.00
R/W Acquisition Manager	\$150.00

*\* Miscellaneous expenses, such as mileage and per diem, will be billed at direct cost. An additional 5% markup will be applied to management of tasks performed by subconsultants. It is assumed that rates will increase at a 3% each year of contract.*

## Heath & Lineback 2024 Engineering Billing Rates

Standard Hourly Billing Rates for engineering services are listed below. These rates include overhead and profit and are inclusive of normal out of pocket expenses. Specific out of pocket expenses such as large printing jobs, unusual travel etc. are billed at actual cost (no mark-up is applied).

Staff	Rate
Principal-In-Charge	\$380
Project Manager	\$280
Senior Engineer	\$255
Engineer	\$180
Senior Engineering Designer	\$135
Engineering Designer	\$120
Senior Technician/CADD	\$150
Senior Construction Manager	\$235
Senior CEI Engineer/Manager	\$175
Senior Construction Inspector	\$100
Technician/CADD	\$90
Intern	\$60
Admin/Clerical	\$80
Marketing	\$160

## Consulting Services on a Time and Expense Basis

Coleman Company, Inc. provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses.
2. When warranted, overtime will be charged for any non-salary employees. Overtime will be billed at 1-1/2 times the individuals charge rate.
3. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Outside consultant fees will be billed at 1.15 times the cost.
4. All rates and charges are effective as of March 1, 2024, including printing, reproductions, materials, travel and are subject to change at that time. New rates and costs will become effective to contracts in effect at the time of rate changes.

The current hourly rate charges for each skill position are as follows:

Engineering	Hourly Rate	Surveying	Hourly Rate	Planning/Landscape	Hourly Rate
Consultant	\$235.00	Consultant	\$235.00	Senior Land Planner	\$180.00
Senior Manager	\$210.00	Survey Manager	\$160.00	Landscape Architect III	\$155.00
Project Manager IV	\$190.00	Survey Project Manager IV	\$155.00	Landscape Architect II	\$135.00
Project Manager III	\$170.00	Survey Project Manager III	\$150.00	Landscape Architect I	\$120.00
Project Manager II	\$165.00	Survey Project Manager II	\$140.00	Landscape Designer II	\$120.00
Project Manager I	\$145.00	Survey Project Manager I	\$130.00	Landscape Designer I	\$110.00
Project Engineer III	\$170.00	3 Man Survey Crew	\$205.00	Land Development Coordinator	\$100.00
Project Engineer II	\$150.00	2 Man Survey Crew	\$165.00	Landscape Technician	\$100.00
Project Engineer I	\$135.00	1 Man Survey Crew	\$130.00	Landscape Intern	\$60.00
Designer III	\$130.00	Survey Technician IV	\$120.00		
Designer II	\$120.00	Survey Technician III	\$110.00		
Designer I	\$110.00	Survey Technician II	\$100.00		
Engineering Technician III	\$115.00	Survey Technician I	\$95.00		
Engineering Technician II	\$105.00	Survey Intern	\$60.00		
Engineering Technician I	\$100.00				
Engineering Intern	\$60.00				

Field Services	Hourly Rate	Administration	Hourly Rate
Inspector II	\$120.00	Development Services Manager	\$120.00
Inspector I	\$105.00	Administrative II	\$90.00
		Administrative I	\$85.00





**RWP ENGINEERING, INC.**

*Design & Consulting Engineers*

ATTACHMENT 1

Hourly Fees for Services  
Effective January 1, 2024

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer Senior Project	\$255.00
Engineer/PE Project Engineer	\$218.00
Project Manager Engineer	\$178.00
Designer/ Engineering Technician	\$172.00
CAD Technician	\$168.00
	\$130.00
	\$117.00

**Fee Schedule  
Geotechnical Services 2024  
Savannah, Georgia**

Task D	Description	Unit	Rate
<b>I</b>	<b>Field Exploration and Testing</b>		
	Mobilization of Soil Boring Rig	each	\$1,100.00
	Soil Test Borings (0 to 50 ft)	foot	\$15.00
	Soil Test Borings (50 to 100 ft)	foot	\$25.00
	Shelby Tube Samples	each	\$225.00
	Mobilization of CPT Rig	each	\$850.00
	Cone Penetration Test Sounding	foot	\$12.50
	Pore Pressure Dissipation Testing	hour	\$225.00
	CPT Shear Wave Velocity Measurement	each	\$30.00
	Field Engineer for Drilling Supervision	hour	\$105.00
	Per Diem for SPT and CPT Crews	day	\$425.00
	Coring Machine and Generator	day	\$250.00
	Technician Crew for Coring (2 person)	hour	\$170.00
	Patch Coreholes (cold patch or non-shrink grout)	each	\$50.00
	Hand Auger Borings	foot	\$8.50
	Hand Auger Borings with DCP testing	foot	\$12.00
	<b>Laboratory Testing</b>		
<b>II</b>	<b>Natural Moisture Content</b>		
	Grain Size Analysis (up to 8 sieves + #200 wash)	each	\$35.00
	Atterberg Limits Test	each	\$125.00
	Organic Content	each	\$145.00
	Proctor Compaction Test (Standard, Method A or B)	each	\$85.00
	Corrosion Potential (Resistivity, pH, Chloride, Sulphate)	each	\$145.00
	CBR Test (3 point)	each	\$250.00
	<b>Engineering Service and Management</b>	each	\$775.00
<b>III</b>	<b>Cadd Operator</b>		
	Staff Engineer	hour	\$85.00
	Project Engineer	hour	\$120.00
	Senior Engineer	hour	\$145.00
	Principal Engineer	hour	\$195.00
		hour	\$235.00

Overtime is any time over 40 hours per week, weekends and holidays.

Overtime rate will be 1.5 times regular rate.

• **RLC TIME & EXPENSE RATES:**

All time, including travel hours, spent on the project by professional, technical, and clerical personnel will be billed per the hourly rate depicted below. The following approximate ranges of hourly rates for various categories of personnel are in effect from January 1, 2024 to December 31, 2024:

Category	Hourly Rate
Senior Principal	\$295
Principal	\$265
Project Manager	\$195
Project Biologist	\$140
Field Technician	\$110
Clerical	\$65

Hourly rates will be adjusted annually to reflect changes in the cost-of-living index as published. Any contracts or work in progress at such time will be billed at the new effective rate for all work yet to be performed. Unless otherwise stated, any cost estimate presented in a proposal is for budgetary purposes only and is not a fixed price. If, due to factors beyond the control of the CONSULTANT, it is determined a specified budget will be exceeded, CLIENT will be notified prior to conducting further work and/or prior to incurring any additional cost. Representation by CONSULTANT employees for judicial proceedings will be billed at 1.75 times standard published rate.

Travel expenses necessary for the execution of the project, including highway mileage in company or personal vehicles, will be charged at the published IRS standard allowable rate.

The following expenses will be billed at direct cost:

- Accommodations, meals.
- Postage and shipping/courier services.
- In-house printing and reproduction.
- Out-sourced printing, copying, reproductions.
- Equipment and supplies necessary to complete specific project, including rental fees.



HOURLY COMPENSATION RATES

Architect I -----	\$175.00/hr
Project Manager -----	\$ 75.00/hr
Business/Office Manager -----	\$ 50.00/hr
- Intern / Draftsman / CADD Operator -----	\$ 75.00/hr

NOTE:

“Emergency Architecture” will be invoiced at 150% of Hourly Rates

REIMBURSABLE SCHEDULE

Out of town travel ----- \$0.75/mile

Reproductions:

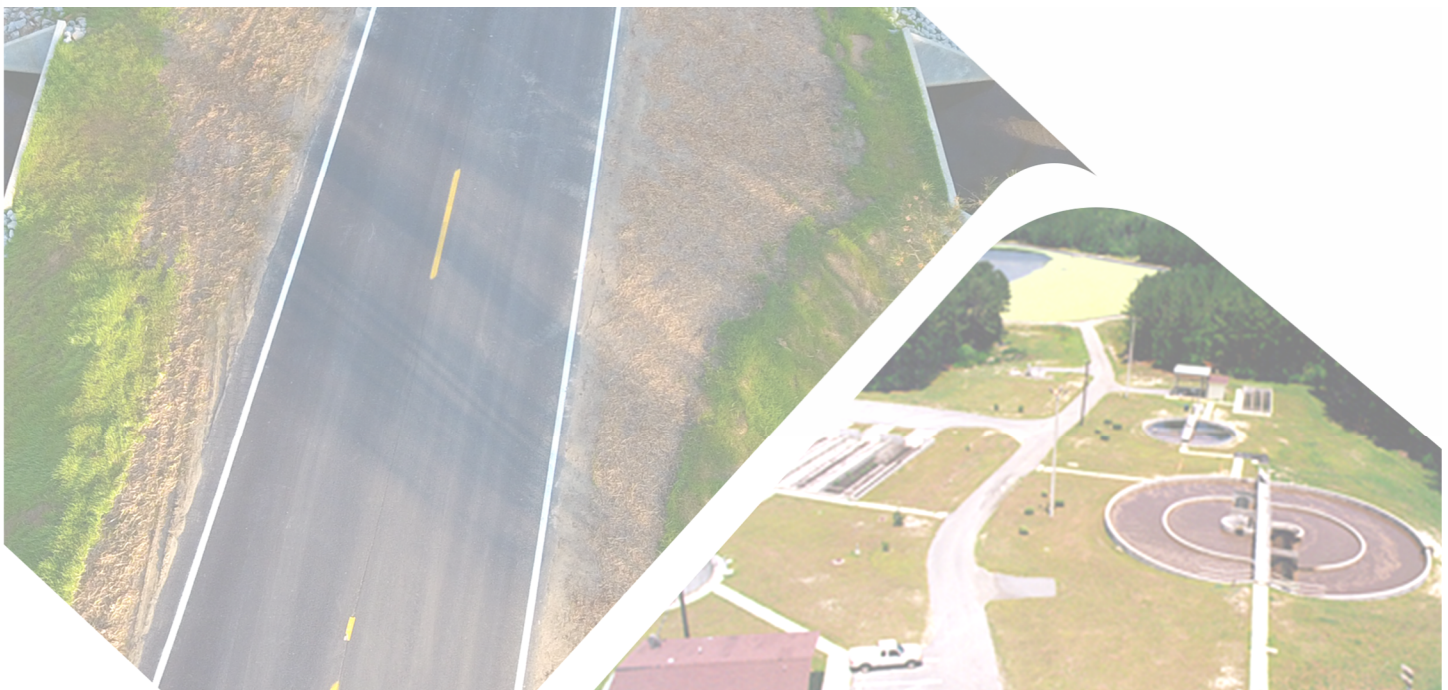
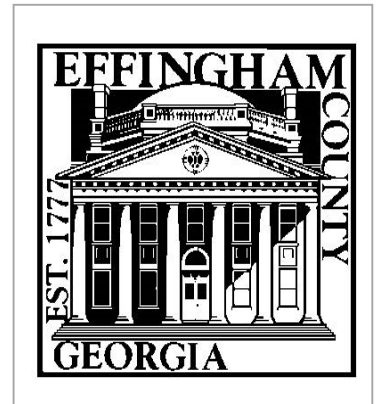
- Half size plans 12” x 18” ----- \$1.00 per sheet
- Full size plans 24” x 36” ----- \$2.00 per sheet



*Celebrating*  
**45**  
Years



**Section G Unit Price Man-Hour Fees  
(Separate Sealed Envelope)**





Enclosed in Separate Envelope

RFQ No. 21-007 – Indefinite Delivery Contract for Professional Engineering & Architectural Services

**ATTACHMENT A  
UNIT PRICE MANHOUR FEES**

Consultant's Unit Price Fee schedule sheets shall be submitted on a separate form and included in the submittal in a separate sealed envelope clearly marked "Unit Prices for Indefinite Delivery Contract for Professional Engineering and Architectural Services for Effingham County, Georgia." Unit Price Fee proposals shall not be included in the body of the proposal. Inclusion of fees in the body of the proposal may be grounds for disqualification of the proposal. The proposed hour rates shall include all labor, materials, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expenses involved. The schedule shall also include reimbursables and mark-ups for subconsultant work or pass-through expenses. Fee proposals will only be opened, if after the initial evaluation, proposer is deemed to be qualified.

Albany | Augusta | Brunswick | Columbus | Savannah  
Statesboro | Thomaston | Valdosta | Warner Robins | Greenville (SC)

## 2024 Hourly Rate Schedule

<b>ENGINEERING</b>	
Senior Principal Engineer	\$265.00/HR
Principal Engineer	\$240.00/HR
Senior Project Manager	\$230.00/HR
Project Manager	\$185.00/HR
Junior Project Manager	\$175.00/HR
Professional Engineer	\$165.00/HR
Senior Design Engineer	\$155.00/HR
Design Engineer	\$140.00/HR
Junior Design Engineer	\$125.00/HR
Senior Engineer Tech	\$120.00/HR
Engineer Tech	\$115.00/HR
Junior Engineer Tech	\$105.00/HR
Senior Landscape Architect (RLA)	\$195.00/HR
Landscape Architect	\$165.00/HR
Junior Landscape Designer	\$125.00/HR
Geotechnical Engineer	\$175.00/HR
Junior Geotechnical Engineer	\$135.00/HR
<b>SURVEYING</b>	
Senior Registered Land Surveyor	\$210.00/HR
Registered Land Surveyor	\$175.00/HR
Land Surveyor	\$145.00/HR
1-Man RLS Surveyor (Field)	\$185.00/HR
1-Man Surveyor (Field)	\$140.00/HR
2-Man Survey Crew	\$180.00/HR
3-Man Survey Crew	\$265.00/HR
UAV Surveyor	\$185.00/HR
Senior Survey Tech	\$120.00/HR
Survey Tech	\$115.00/HR
Junior Survey Tech	\$105.00/HR
<b>CONSTRUCTION PHASE SERVICES</b>	
Construction Manager	\$160.00/HR
Construction Project Manager	\$140.00/HR
Senior Construction Inspector	\$125.00/HR
Construction Inspector	\$100.00/HR
Junior Construction Inspector	\$80.00/HR
Senior CMT Field Representative	\$90.00/HR
CMT Field Representative Specialty	\$120.00/HR
CMT Field Representative	\$80.00/HR
Junior CMT Field Representative	\$60.00/HR
<b>ADMINISTRATIVE</b>	
Administrative Assistance	\$90.00/HR
Project Coordinator	\$150.00/HR



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<b>PERSONNEL POSITION/BILLING CATEGORY</b>	<b>HOURLY RATE</b>
Sr. Structural Engineer	\$190.00
Structural Engineer	\$150.00
Jr. Structural Engineer	\$130.00
Sr. Civil Engineer	\$180.00
Civil Engineer	\$140.00
Jr. Civil Engineer	\$110.00
Sr. Landscape Architect	\$180.00
Landscape Architect	\$140.00
Jr. Landscape Architect	\$110.00
Sr. Mechanical Engineer (MEP)	\$190.00
Mechanical Engineer (MEP)	\$150.00
Jr. Mechanical Engineer (MEP)	\$130.00
Clerical/Administrative	\$ 85.00
Construction Administration	\$130.00
LEED and SITES Services	\$140.00
Drafter	\$ 95.00
Graphic Designer	\$110.00



# 2WR | UG

GEORGIA | COLORADO | TEXAS | MASSACHUSETTS

## Hourly Rates

Team Member Title	Hourly Rate
<b>Sr. Principal &amp; Partner</b>	<b>\$260.00</b>
<b>Sr. Architect</b>	<b>\$225.00</b>
<b>Architect</b>	<b>\$205.00</b>
<b>Project Manager</b>	<b>\$200.00</b>
<b>Job Captain</b>	<b>\$170.00</b>
<b>Interior Designer</b>	<b>\$170.00</b>
<b>Project Coordinator</b>	<b>\$145.00</b>
<b>Construction Administrator</b>	<b>\$235.00</b>
<b>Office Manager</b>	<b>\$105.00</b>
<b>Administrative Assistant</b>	<b>\$90.00</b>

**UNIT PRICING GUIDE**

<b>SURVEYING SERVICES: POSITION</b>	<b>TOTAL RATE</b>
Principals, Registered	\$200.00
Registered Surveyor	\$175.00
One-Person Crew	\$165.00
Two-Person Crew	\$190.00
Three-Person Crew	\$210.00
GPS Monument Location	\$190.00
Draftsman/CADD	\$140.00
Administrative/Clerical	\$80.00



## STANDARD FEE SCHEDULE – 2024

United Consulting proposes to charge the following fees for the services of its personnel:

### Professional Personnel

Clerical .....	\$80.00/hour
Service Coordinator .....	\$91.00/hour
Technician I .....	\$90.00/hour
Technician II .....	\$100.00/hour
Technician III .....	\$104.00/hour
CADD Services .....	\$130.00/hour
Staff Engineer/Geologist/Specialist I .....	\$141.00/hour
Staff Engineer/Geologist/Specialist II .....	\$153.00/hour
Staff Engineer/Geologist/Specialist III .....	\$165.00/hour
Project Engineer/Geologist/Specialist I .....	\$192.00/hour
Project Engineer/Geologist/Specialist II .....	\$204.00/hour
Project Engineer/Geologist/Specialist III .....	\$216.00/hour
Project Manager I .....	\$192.00/hour
Project Manager II .....	\$204.00/hour
Project Manager III .....	\$216.00/hour
Health & Safety Specialist .....	\$228.00/hour
Certified Industrial Hygienist .....	\$249.00/hour
Senior Engineer/Geologist/Specialist .....	\$238.00/hour
Consultant Engineer/Geologist/Specialist .....	\$249.00/hour
Principals and Senior/Chief Consultant .....	\$307.00/hour

### Other Fees will be charged as follows:

Mileage (Federal Rate) .....	\$0.655/mile
Per Diem .....	\$250.00/day for each employee
Miscellaneous Expenses .....	Cost + 15%

### Rates for specific services will generally be:

#### Laboratory Testing – Soil

Standard Proctor ASTM D-698 .....	\$173.00/each
Modified Proctor ASTM D-1557 .....	\$195.00/each
Difficult Sample Preparation .....	\$113.00/each
Natural Moisture Content(s) .....	\$52.00/each
In-Situ Density/Void Ratio .....	\$173.00/each
In-Situ Density .....	\$119.00/each
Atterberg Limits .....	\$130.00/each
Dry Sample Sieve Analysis .....	\$135.00/each
Wash Sieve Analysis .....	\$178.00/each
Particle Size with Hydrometer Analysis .....	\$211.00/each

USCS Test.....	<b>\$433.00/each</b>
Falling Head Permeability Test.....	<b>\$412.00/each</b>
Constant Head Permeability Test.....	<b>\$412.00/each</b>
California Bearing Ratio Test (CBR).....	<b>\$812.00/each</b>
California Bearing Ratio Test 1 Point (CBR).....	<b>\$216.00/each</b>
Consolidation Test(s) W/Load Vs. Strain Plot.....	<b>\$812.00/each</b>
Consolidation Test(s) W/Load Vs. Strain Plot Long Term .....	<b>\$1,730.00/each</b>
Shrink Swell Test .....	<b>\$530.00/each</b>
Volume Change .....	<b>\$293.00/each</b>
Specific Gravity .....	<b>\$178.00/each</b>
Unconfined Compression Test(s) Rock .....	<b>\$84.00/each</b>
Triaxial Shear Test(s)-UU .....	<b>\$379.00/each</b>
Triaxial Shear Test(s)-CU .....	<b>\$1,352.00/each</b>
Triaxial Shear Test(s)-CD .....	<b>\$1,461.00/each</b>
Remolded Sample(s) .....	<b>\$135.00/each</b>
Organic Content Test.....	<b>\$119.00/each</b>
Corrosivity Series, pH and Resistivity .....	<b>\$249.00/each</b>
810.2 Series Testing.....	<b>\$1,028.00/each</b>
Resistivity Testing-Soils .....	<b>\$195.00/each</b>
pH Testing-Soils or GW .....	<b>\$48.00/each</b>

### Laboratory Testing – Concrete

Compressive Strength testing of Grout Prisms .....	<b>\$28.00/each</b>
Compressive Strength testing of Concrete Test Cylinders .....	<b>\$22.00/each</b>
Compressive Strength testing of 2x2-inch Mortar/Grout Cubes .....	<b>\$24.00/each</b>
Compressive Strength Concrete Cores .....	<b>\$65.00/each</b>
Flexural Strength Testing.....	<b>\$57.00/each</b>

### Laboratory Testing – Asphalt

Density Testing of Cored Specimen .....	<b>\$104.00/each</b>
Extraction/Gradation .....	<b>\$260.00/each</b>

### Laboratory Testing – Asbestos/Lead-Based Paint

Asbestos-Polarized Light Microscopy (PLM) .....	<b>\$20.00/each</b>
Asbestos-Phase Contrast Microscopy (PCM).....	<b>\$20.00/each</b>
Asbestos-Point Counts .....	<b>\$39.00/each</b>
Asbestos-Transmission Electron Micro. (TEM), Bulk.....	<b>\$81.00/each</b>
Asbestos-TEM, Air.....	<b>\$130.00/each</b>
Lead Based Paint Sample .....	<b>\$29.00/each</b>

### Laboratory Testing Services – Other Environmental

Mold, Air-O-Cell tests.....	<b>\$121.00/each</b>
Lead, Method 239.2 .....	<b>\$39.00/each</b>
Hexavalent Chromium, Cr6+ .....	<b>\$55.00/each</b>



Trivalent Chromium Cr3+.....	\$68.00/each
Total Petroleum Hydrocarbons (TPH), Method 1664.....	\$74.00/each
TPH-Diesel Range Organics (DRO), Method 8015.....	\$83.00/each
TPH-Gasoline Range Organics (GRO), Method 8015.....	\$65.00/each
BTEX, Method 8260.....	\$70.00/each
Volatile Organics, Method 624/8260.....	\$143.00/each
Polynuclear Aromatic Hydrocarbons (PAH), Method 625/8270.....	\$130.00/each
Semi-volatile Organics, Method 625/8270.....	\$260.00/each
PCBs, Method 846/8082.....	\$91.00/each
Pesticides, Method 8081.....	\$128.00/each
TCLP – Lead only; Method 1311/6010.....	\$94.00/each
TCLP - Metals; Method 6010/7470.....	\$357.00/each
TCLP - All parameters, Methods 8240/8270/6010/7470/8080.....	\$865.00/each
Total RCRA Metals.....	\$125.00/each
Priority Pollutant Metals (13).....	\$178.00/each
pH, (corrosivity) Method 9045.....	\$43.00/each
Specific Conductance (water), Method 120.1.....	\$37.00/each
Ignitability, Method 1010.....	\$64.00/each
Reactivity, Method SW-846/7.3.3.....	\$133.00/each

### Drilling

Direct Push Drilling.....	\$3,136.00/day
Mobilization of Truck Mounted Drill Rig.....	\$757.00/each
Mobilization of ATV Mounted Drill Rig.....	\$865.00/each
Mobilization in Excess of 50 miles-add.....	\$7.00/mile
Driller Per Diem.....	\$519.00/day
Standard Test Boring (0'-50').....	\$19.00/l.f.
Standard Test Boring (50'-100').....	\$20.00/l.f.
Standard Test Boring (100'+ or >50 bpf).....	\$22.00/l.f.
Additional Split Spoon Samples (0-50').....	\$55.00/each
Additional Split Spoon Samples (50-100').....	\$76.00/each
Wash Boring W/Std. Pene. (0'-50').....	\$21.00/l.f.
Wash Boring W/Std. Pene. (50'-100').....	\$25.00/l.f.
Auger Boring (0'-100').....	\$15.00/l.f.
Auger Boring (100' +).....	\$18.00/l.f.
Rock Coring (0'-50').....	\$119.00/l.f.
Rock Coring (50'-75').....	\$127.00/l.f.
Rock Coring (75'-100').....	\$141.00/l.f.
Rock Core Casing.....	\$22.00/l.f.
Rock Core Set-Up Charge.....	\$487.00/each
Undisturbed Sample (0-50').....	\$173.00/each
Undisturbed Sample (50-100').....	\$178.00/each
Bulk Sample.....	\$95.00/each
Difficult Moving and/or Standby Time.....	\$416.00/hour
Water Supply.....	\$416.00/hour
Setting Wells/Grouting/Casing/Concrete Cutting.....	\$416.00/hour
Steam Clean of Drill Rig Prior to Mobilization.....	\$416.00/each

Bailers (Teflon) .....	<b>\$33.00/each</b>
Tubing (Teflon) .....	<b>\$9.00/l.f.</b>
55 Gallon Drum (for cuttings).....	<b>\$278.00/each</b>
OVA/OVM .....	<b>\$216.00/day</b>
Gas Monitor .....	<b>\$260.00/day</b>
Temporary Monitoring Well, 1" PVC .....	<b>\$49.00/foot</b>
Temporary Monitoring Well, 2" PVC .....	<b>\$76.00/foot</b>
Concrete Coring.....	<b>\$497.00/each</b>
Asphalt Patches.....	<b>\$135.00/each</b>
Monitoring Well Covers.....	<b>\$271.00/each</b>

### Geophysical Services

Ground Penetrating Radar.....	<b>\$3,461.00/day</b>
Ground Penetrating Radar.....	<b>\$454.00/hour</b>
Seismic Refraction Survey.....	<b>\$7.00/l.f.</b>
Shear Wave (V <sub>s</sub> ) Survey.....	<b>\$1,785.00/line</b>
Site-Specific Response Spectra Analysis .....	<b>\$5,083.00/site</b>
Vacuum Excavation Test Holes.....	<b>\$454.00/hour</b>
Blast Monitoring (16 County Atlanta Metro Area) .....	<b>\$1,082.00/shot</b>
(Report and Data Analysis are at hourly rates)	

The hourly rates listed in this document are for portal-to-portal time. Overtime (any work performed in excess of a standard 8-hour day) and work performed on weekends or holidays will be charged at the regular rate multiplied by 1.50. Overtime rates will also apply if United Consulting services are to be performed after 4:30 p.m. Analytical testing rates are based on standard turnaround of 5 to 7 business days. Rush charges apply to expedited analysis.

### Subcontractors

If United Consulting must use a subcontractor in order to complete the work, the services of the subcontractor will be charged at a rate of cost plus 15%.



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Augusta • 4210 Columbia Road • Building 3 • Augusta, Georgia 30907 • Tel: 706-863-8800



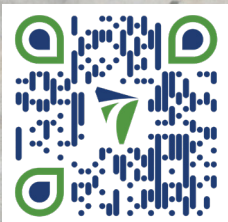
CIVIL • ENVIRONMENTAL • HYDRAULIC

# Proposal Cost for Effingham County

## #23-RFQu-061

SUBMITTED TO: EFFINGHAM COUNTY, GEORGIA

SUBMITTED BY: TURNIPSEED ENGINEERS





## Proposal Cost

Table I is the percentage of design fees for projects of above average complexity such as sewerage systems, water systems with surface water supply, etc.

Table II is the percentage of design fees for projects of average complexity such as water systems with ground water supply, extension of existing facilities, installation of water lines or water storage, etc.

Total Construction Cost	Table I* Percentage Design Fee	Table II** Percentage Design Fee
\$500,000 and Below	Negotiated	Negotiated
\$750,000	10.0	9.0
\$1,000,000	9.0	8.0
\$3,000,000	8.0	7.0
\$5,000,000	7.5	6.5
\$10,000,000	7.0	6.0

*Effective as of January 2024*

The table above is provided for reference to demonstrate the expected fees for typical projects. Where projects are significantly more or less complex, *Turnipseed Engineers* will work with the Owner to develop an appropriate fee schedule that considers the overall budget.

Our Hourly Rates for Additional Services fee schedule is provided below.

Project Role	Hourly Rate
Principal/Officer	\$250.00
Project Manager	\$185.00
Senior Design Engineer	\$170.00
Design Engineer	\$125.00
Senior Administrative Staff	\$95.00
Senior CAD Technician	\$105.00
CAD Technician	\$85.00
Administrative/Support	\$75.00
Engineer Field Inspector	\$150.00
Senior Field Inspector	\$125.00
Field Inspector	\$95.00
2-Man Survey Crew	\$160.00
1-Man Survey Crew	\$100.00

*Effective as of January 2024*



## SECTION G Unit Price Man-hour Fees

## Hourly Rate Sheet



**2024**  
**Standard Rate and Fee Schedule**

Standard Hourly Rates

Senior Professional (Architect, Engineer Regional Technical Leader, Surveyor, Interior Design, Scientist, Project Manager)	\$ 225.00
Professional III (Architect, Engineer Design Manager, Surveyor, Interior Design, Scientist, Project Manager)	\$ 210.00
Professional II (Architect, Engineer State Technical Leader, Surveyor, Interior Design, Scientist, Project Manager)	\$ 190.00
Professional I (Architect, Engineer Design Coordinator, Surveyor, Interior Design, Scientist, Project Manager)	\$ 175.00
Senior Professional Staff (Architect, Project Engineer, Interior Design, Scientist, Assistant Project Manager)	\$ 150.00
Professional Staff III (Architect, Project Professional, Interior Design, Scientist)	\$ 135.00
Professional Staff II (Architect, Staff Professional, Interior Design, Scientist)	\$ 120.00
Professional Staff I (Architect, Interior Design, Scientist)	\$ 105.00
Senior Technical (Technical Spec., Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 150.00
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 135.00
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 110.00
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Inspector)	\$ 95.00
Intern II (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 90.00
Intern I (Architecture, Engineering, Survey, Interior Design, Environmental Sciences)	\$ 75.00
Executive Administrative Assistant	\$ 115.00
Administrative Assistant II	\$ 95.00
Administrative Assistant I	\$ 75.00
Field Survey:	
Survey Crew (two-man survey crew)	\$ 165.00
Field Tech III	\$ 115.00
Field Tech II	\$ 85.00
Field Tech I	\$ 70.00

Reimbursable Expenses

Travel Expenses	
Vehicle Transport	\$0.67 per mile
Travel/ Meals/ Lodging	Cost
Other Out-of-Pocket Expenses	Cost plus twenty percent
Sub-Consultant/ Sub-Contractors	Cost plus twenty percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus twenty percent
Printing & Shipping	
Out of house reprographic services	Cost plus twenty percent
In-House B&W reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House Color reprographic services (small format)	\$0.10/ sheet (8.5 x 11)
	\$0.15/ sheet (11 x 17)
In-House B&W reprographic services (large format)	\$0.15/ sf
In-House Color reprographic services (large format)	\$0.20/ sf
GPS equipment	\$250.00 per day

# UNIT PRICES FEE

## INDEFINITE DELIVERY CONTRACT FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES 23-RFQu-061

### STANDARD HOURLY RATES FOR PROPOSED SERVICES:

Principal:	\$225 per hour
Senior Project Manager:	\$185 per hour
Project Manager:	\$150 per hour
Intern Architect:	\$95-110 per hour
Interior Designer:	\$125 per hour
Draftsman:	\$85 per hour
Clerical:	\$75 per hour
Depositions:	\$250 per hour
Outside consultants retained and invoiced through Greenline:	1.2 x cost



Monica D. Mastrianni, AIA, President

May 24, 2024

Date



MONICA D. MASTRIANNI, AIA, LEED AP  
GA-7585

JOHN L. DEERING

ROBERT J. POTICNY, AIA  
GA-7441

28 EAST 35TH STREET SAVANNAH GA 31401 P: 912.447.5665 F: 912.447.8381 [WWW.GREENLINEARCH.COM](http://WWW.GREENLINEARCH.COM)

## G. UNIT PRICE MAN-HOUR FEES

We have provided each project member job class, schedules of hourly rates and schedule of reimbursable rates.

PROJECT TEAM MEMBER	PROPOSED ROLE	JOB CLASS
C.J. Chance, PE	Principal-In-Charge	Principal Engineer
Tom Cetti, PE	Site/Civil Engineering PM	Engineer IV
Chris Burke, PE	Utility Infrastructure PM	Engineer V
Clint Parker, PE, PMP	Transportation Engineering PM	Engineer V
Robert Armstrong, AIA	Architecture/Structure PM	Principal Architect
Evan Bennett, PE	Lead Site/Civil Engineer	Engineer V
Hunter Whitfield, PE	Site/Civil Engineer	Engineer IV
Reed Ehrhardt, PE	Site/Civil Engineer	Engineer III
Gary Shuman	Senior Drainage Designer	Engineer II
Jeff Bampffield, PE	Lead Water/Wastewater Engineer	Engineer V
Forest Suggs, PE	Senior Water/Wastewater Engineer	Associate
George Kimbrell, EIT	Water/Wastewater Design Engineer	Engineer I
Jeff Netzinger, PE	Lead Transportation Engineer	Engineer IV
Yolande Stover, PE	Senior Transportation Engineer	Engineer IV
Michael Bentley, PE	Roadway Engineer	Engineer V
Doug Roberts, AIA, LEED AP	Lead Architect	Architect III
Elizabeth Shuminke, RA, AIA, NCARB, CS	Senior Architect	Architect III
Antonio Serrano, AIA	Senior Architect	Architect II
Ellen Wooditch, RI, NCIDQ, IIDA	Lead Interior Designer	Interior Designer II
Ben Crellin, PE, SE	Lead Structural Engineer	Engineer V
Mike Zaitz, PE	Senior Structural Engineer	Engineer IV
Spencer Kopf, EIT	Structural Design Engineer	Engineer II
AJ, Picken, EIT	Structural Design Engineer	Engineer II
Christie Sims, RLA	Lead Landscape Architect	Principal Engineer
John Pickens, PLA, PE	Senior Landscape Architect	Engineer V
John Eden, PE, LEED AP	Lead Environmental Engineer	Engineer II
Nathan Brown, PLS	Lead Surveyor	Registered Land Surveyor III
Art Cannington, PLS	Survey Chief	Registered Land Surveyor III
Mike Snare	Senior Project Representative	Senior Project Representative
James Scholl	Senior Project Representative	Project Representative
David Lamson	Senior Project Representative	Senior Project Representative
Alton Brown [Subconsultant: RLC]	Wetlands/Special Studies Consultant	Senior Principal
Michelle Peavler, PE [Subconsultant: Chatham Engineering]	MEP Lead	Senior Mechanical Engineer
Guoming Lin, PhD, PE, GD, DGE [Subconsultant: Terracon]	Lead Geotechnical Engineer	Principal Engineer

Hussey, Gay, Bell & DeYoung, Inc.  
 Consulting Engineers  
 Savannah, GA

**SCHEDULE OF HOURLY RATES**

Rate Effective  
 3/1/2023

Principal Engineer	235.00
Professional Engineer (Testimony and Preparation)	395.00
Engineer V / Associate	215.00
Engineer IV	195.00
Engineer III	180.00
Engineer II	175.00
Engineer I	165.00
Assistant Engineer	150.00
Technician III	140.00
Technician II	130.00
Technician I	120.00
Landscape Architect	160.00
Senior Project Representative	125.00
Project Representative	110.00
Registered Land Surveyor III	190.00
Registered Land Surveyor II	165.00
Registered Land Surveyor I	150.00
3-Man Survey Crew	200.00
2-Man Survey Crew	190.00
1-Man Survey Crew	165.00
Senior Administrative	130.00
Administrative	85.00

**HUSSEY GAY BELL**  
*Established 1958*

Hussey, Gay, Bell & DeYoung  
International, Inc.  
Atlanta & Savannah, Georgia

**SCHEDULE OF HOURLY RATES**

Rate Effective  
3/1/2023

Professional Architect (Testimony & Preparation)	380.00
Managing Principal	200.00
Principal Architect	170.00
Architect III	165.00
Architect II	145.00
Architect I	130.00
Intern Architect	105.00
Architectural Technician III	130.00
Architectural Technician II	120.00
Architectural Technician I	100.00
Interior Designer I	80.00
Interior Designer II	120.00
Administrative	70.00



**G. UNIT PRICE MAN-HOUR FEES**

SCHEDULE OF REIMBURSABLE RATES  
March 2023

**REPRODUCTION COSTS PER PAGE:**

**Plan Sheets – Bond (B/W)**

11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 1.50
30 x 42	\$ 2.15

**Plan Sheets – Bond (Color - Line)**

11 x 17 / 12 x 18	\$ 3.25
24 x 36	\$24.00
30 x 42	\$35.00

**Plan Sheets – Bond (Color – Solid Fill)**

11 x 17 / 12 x 18	\$ 4.75
24 x 36	\$48.00
30 x 42	\$70.00

**Plan Sheets – Mylar (B/W)**

24 x 36	\$15.60
30 x 42	\$22.75

**Specifications (B/W)**

8.5 x 11	\$ 0.20
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**CD / Flash Drives**

Actual costs including media costs  
and staff time at standard rates

**OVERNIGHT DELIVERY:** Cost +10%

**AUTO MILEAGE:** Current Rates (65.5 cents/mile)

**AIRFARE:** Actual Cost  
(Economy Class – Domestic; Business Class – Foreign)

**ROOM & BOARD:** Actual Cost

**G. UNIT PRICE MAN-HOUR FEES**
**• RLC TIME & EXPENSE RATES:**

All time, including travel hours, spent on the project by professional, technical, and clerical personnel will be billed per the hourly rate depicted below. The following approximate ranges of hourly rates for various categories of personnel are in effect from January 1, 2024 to December 31, 2024:

Category	Hourly Rate
Senior Principal	\$295
Principal	\$265
Project Manager	\$195
Project Biologist	\$140
Field Technician	\$110
Clerical	\$65

Hourly rates will be adjusted annually to reflect changes in the cost-of-living index as published. Any contracts or work in progress at such time will be billed at the new effective rate for all work yet to be performed. Unless otherwise stated, any cost estimate presented in a proposal is for budgetary purposes only and is not a fixed price. If, due to factors beyond the control of the CONSULTANT, it is determined a specified budget will be exceeded, CLIENT will be notified prior to conducting further work and/or prior to incurring any additional cost. Representation by CONSULTANT employees for judicial proceedings will be billed at 1.75 times standard published rate.

Travel expenses necessary for the execution of the project, including highway mileage in company or personal vehicles, will be charged at the published IRS standard allowable rate.

The following expenses will be billed at direct cost:

- Accommodations, meals.
- Postage and shipping/courier services.
- In-house printing and reproduction.
- Out-sourced printing, copying, reproductions.
- Equipment and supplies necessary to complete specific project, including rental fees.

## G. UNIT PRICE MAN-HOUR FEES



## Hourly Billing Rates

Title	Rate
Senior Electrical Engineer II - Principal	\$220
Electrical Engineer II – Principal	\$150
Electrical Designer II	\$135
Senior Mechanical Engineer – Principal	\$185
Mechanical Engineer II - Principal	\$150
Mechanical Engineer I	\$135
Plumbing Designer II – Principal	\$160
Plumbing Designer I	\$90
CADD Operator	\$85
Office Manager/Clerical	\$85

Rates are subject to change each year. Modifications, as needed, are made in August of each year.

F:\Project Admin Folder\Marketing\Hourly Billing Rates no names.doc



**Fee Schedule  
Geotechnical Services 2024  
Savannah, Georgia**

<b>Task I</b>	<b>Description</b>	<b>Unit</b>	<b>Rate</b>
<b>I</b>	<b>Field Exploration and Testing</b>		
	Mobilization of Soil Boring Rig	each	\$1,100.00
	Soil Test Borings (0 to 50 ft)	foot	\$15.00
	Soil Test Borings (50 to 100 ft)	foot	\$25.00
	Shelby Tube Samples	each	\$225.00
	Mobilization of CPT Rig	each	\$850.00
	Cone Penetration Test Sounding	foot	\$12.50
	Pore Pressure Dissipation Testing	hour	\$225.00
	CPT Shear Wave Velocity Measurement	each	\$30.00
	Field Engineer for Drilling Supervision	hour	\$105.00
	Per Diem for SPT and CPT Crews	day	\$425.00
	Coring Machine and Generator	day	\$250.00
	Technician Crew for Coring (2 person)	hour	\$170.00
	Patch Coreholes (cold patch or non-shrink grout)	each	\$50.00
	Hand Auger Borings	foot	\$8.50
	Hand Auger Borings with DCP testing	foot	\$12.00
<b>II</b>	<b>Laboratory Testing</b>		
	Natural Moisture Content	each	\$35.00
	Grain Size Analysis (up to 8 sieves + #200 wash)	each	\$125.00
	Atterberg Limits Test	each	\$145.00
	Organic Content	each	\$85.00
	Proctor Compaction Test (Standard, Method A or B)	each	\$145.00
	Corrosion Potential (Resistivity, pH, Chloride, Sulphate)	each	\$250.00
	CBR Test (3 point)	each	\$775.00
<b>III</b>	<b>Engineering Service and Management</b>		
	Cadd Operator	hour	\$85.00
	Staff Engineer	hour	\$120.00
	Project Engineer	hour	\$145.00
	Senior Engineer	hour	\$195.00
	Principal Engineer	hour	\$235.00

Overtime is any time over 40 hours per week, weekends and holidays.  
Overtime rate will be 1.5 times regular rate.

## G. UNIT PRICE MAN-HOUR FEES

Employee Classification	Hourly Rate
<b>Kimley-Horn</b>	
Analyst/Designer	\$150
Professional	\$210
Senior Professional I	\$275
Senior Professional II	\$330
Senior Technical Support	\$200
Support Staff	\$130
Technical Support	\$130
<b>Subconsultants</b>	
<b>Atlas Technical Consultants</b>	
Registered Land Surveyor	\$160
2-Person Survey Crew	\$140
Construction Management - Project Manager	\$175
Construction Management - Assistant Project Manager	\$120
Construction Inspector	\$90
<b>LS3P</b>	
Senior Officer / Principal	\$125
Officer / Principal	\$250
Senior Project Manager	\$225
Senior Project Designer	\$225
Project Manager	\$200
Senior Architect / Senior Interior Designer	\$190
Architectural Staff III / Interior Design Staff III / Design Staff III	\$170
Architectural Staff II / Interior Design Staff II / Design Staff II	\$150
Architectural Staff I / Interior Design Staff I / Design Staff I	\$135
Designer	\$125
Senior Technician	\$135
Technician	\$125
Administrative	\$100
<b>R+L Consultants</b>	
Senior Principal	\$295
Principal	\$265
Project Manager	\$195
Project Biologist	\$140
Field Technician	\$110
Clerical	\$65
<b>Terracon</b>	
Principal Engineer	\$235
Senior Engineer	\$195
Project Engineer	\$145
Staff Engineer	\$120
CADD Operator	\$85

Note for Kimley-Horn's rates:  
 • Effective through June 30, 2025  
 • Subject to 3% annual adjustment thereafter



**RESPONSE TO REQUEST FOR QUALIFICATIONS (23-RFQu-061)**  
Produced for Effingham County  
May 2024

# INDEFINITE DELIVERY CONTRACT FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES - Proposal Cost



M&N has provided our teams Unit Price Man-hour Fees below based on the job class and each member of the team selected for the scope of work and the corresponding hourly rate.

Project Principal	Hour	\$250.00
Project Manager	Hour	\$210.00
Quality Control Manager	Hour	\$220.00
Design Team Lead	Hour	\$195.00
Senior Engineer	Hour	\$173.00
Project Engineer	Hour	\$158.00
Design Engineer	Hour	\$140.00
Senior Architect	Hour	\$190.00
Project Architect	Hour	\$145.00
Design Architect	Hour	\$130.00
Senior Environmental Planner	Hour	\$138.00
Environmental Scientist	Hour	\$140.00
Environmental Field Technician	Hour	\$105.00
Technician	Hour	\$92.00
CADD/BIM Technician	Hour	\$105.00
Administration	Hour	\$82.00
Principle Surveyor	Hour	\$140.00
Project Surveyor	Hour	\$125.00
Survey Crew/Member	Hour	\$75.00





moffatt & nichol

moffattnichol.com

**Contact:**

Craig Zuck, PE  
Moffatt & Nichol  
2 East Bryan Street, Suite 501  
Savannah, GA 31410  
Tel: (912) 547-3977  
Email: czuck@moffattnichol.com



# G. UNIT PRICE MAN-HOUR FEES



49 Park of Commerce Way, Suite 203  
Savannah, GA 31405  
912.228.3611 | [pondco.com](http://pondco.com)



49 Park of Commerce Way, Suite 203  
 Savannah, GA 31405  
 T: 912.228.3611 | F: 678.336.7744

Unit Price Man-Hour Fee



DISCIPLINE	SKILL LEVEL	BILL RATE
<b>Civil Engineer</b>		
Civil Engineer	Entry Level	\$128.38
Civil Engineer	Mid Level	\$165.90
Civil Engineer	Senior Level	\$251.25
Civil Engineer	Project Manager	\$260.78
Civil Engineer	Program Manager	\$261.40
Civil Engineer	Discipline Director	\$286.38
<b>Structural Engineer</b>		
Structural Engineer	Entry Level	\$109.18
Structural Engineer	Mid Level	\$183.66
Structural Engineer	Senior Level	\$286.38
Structural Engineer	Discipline Director	\$294.17
<b>Electrical Engineer</b>		
Electrical Engineer	Entry Level	\$139.10
Electrical Engineer	Mid Level	\$193.65
Electrical Engineer	Senior Level	\$271.91
Electrical Engineer	Discipline Director	\$303.71
<b>Mechanical Engineer</b>		
Mechanical Engineer	Entry Level	\$126.44
Mechanical Engineer	Mid Level	\$151.06
Mechanical Engineer	Senior Level	\$219.22
Mechanical Engineer	Discipline Director	\$297.61
<b>Environmental Scientist</b>		
Environmental Scientist	Entry Level	\$115.79
Environmental Scientist	Mid Level	\$147.71
Environmental Scientist	Senior Level	\$222.62
Environmental Scientist	Project Manager	\$228.33
Environmental Scientist	Program Manager	\$297.18
Environmental Scientist	Discipline Director	\$279.86
<b>Traffic/Transportation</b>		
Traffic/Transportation	Entry Level	\$123.89
Traffic/Transportation	Mid Level	\$154.81
Traffic/Transportation	Senior Level	\$276.68
Traffic/Transportation	Project Manager	\$270.01
Traffic/Transportation	Program Manager	\$325.17
Traffic/Transportation	Discipline Director	\$295.76





49 Park of Commerce Way, Suite 203  
 Savannah, GA 31405  
 T: 912.228.3611 | F: 678.336.7744

Unit Price Man-Hour Fee



DISCIPLINE	SKILL LEVEL	BILL RATE
<b>Planner/GIS Professional</b>		
Planner/GIS Professional	Entry Level	\$119.47
Planner/GIS Professional	Mid Level	\$160.37
Planner/GIS Professional	Senior Level	\$230.57
Planner/GIS Professional	Project Manager	\$242.82
Planner/GIS Professional	Program Manager	\$348.41
Planner/GIS Professional	Discipline Director	\$293.32
<b>Architecture</b>		
Architecture	Entry Level	\$140.22
Architecture	Mid Level	\$169.82
Architecture	Senior Level	\$234.66
Architecture	Project Manager	\$231.61
Architecture	Program Manager	\$313.08
Architecture	Discipline Director	\$270.30
<b>Landscape Architect</b>		
Landscape Architect	Entry Level	\$118.10
Landscape Architect	Mid Level	\$146.66
Landscape Architect	Senior Level	\$185.26
Landscape Architect	Project Manager	\$246.47
Landscape Architect	Program Manager	\$305.06
Landscape Architect	Discipline Director	\$263.31
<b>Interior Design</b>		
Interior Design	Entry Level	\$89.32
Interior Design	Mid Level	\$103.71
Interior Design	Senior Level	\$156.10
Interior Design	Discipline Director	\$210.73
<b>Process</b>		
Process	Entry Level	\$130.91
Process	Mid Level	\$143.09
Process	Senior Level	\$255.78
Process	Discipline Director	\$294.56
<b>Controls</b>		
Controls	Entry Level	\$121.03
Controls	Mid Level	\$131.18
Controls	Senior Level	\$251.76
Controls	Discipline Director	\$302.12





49 Park of Commerce Way, Suite 205  
 Savannah, GA 31405  
 T: 912.228.3611 | F: 678.336.7744

Unit Price Man-Hour Fee



DISCIPLINE	SKILL LEVEL	BILL RATE
<b>Fire Protection</b>		
Fire Protection	Entry Level	\$123.89
Fire Protection	Mid Level	\$190.81
Fire Protection	Senior Level	\$223.85
Fire Protection	Discipline Director	\$267.14
<b>Project Coordinator</b>		
Project Coordinator	Entry Level	\$113.47
Project Coordinator	Mid Level	\$191.61
<b>Project Manager</b>		
Project Manager	Mid Level	\$226.94
Project Manager	Senior Level	\$281.78
Program Manager	Senior Level	\$323.59
<b>Principal</b>		
Principal	Senior Level	\$656.12
<b>Construction Management</b>		
Construction Management	Entry Level	\$113.47
Construction Management	Mid Level	\$176.61
Construction Management	Senior Level	\$286.22
Construction Management	Project Manager	\$281.10
Construction Management	Program Manager	\$298.94
Construction Management	Discipline Director	\$274.80
<b>Other Functions</b>		
Intern (All Trades)	Intern (All Trades)	\$106.52
Quality Control Specialist	Quality Control Specialist	\$287.81
Safety Compliance Specialist	Safety Compliance Specialist	\$301.10



49 Park of Commerce Way, Suite 203  
Savannah, GA 31405  
T: 912.228.3611 | F: 678.336.7744

# Unit Price Man-Hour Fee

114 North Commerce Street  
Hinesville, Georgia 31313  
(912) 368-5664 Office  
(912) 368-7206 Fax



1000 Towne Center Blvd.  
Suite 304  
Pooler, Georgia 31322  
(912) 335-1046

## ATTACHMENT A

### HOURLY RATE SCHEDULE

The following hourly rates will be used for services provided by T. R. Long Engineering, P.C. that are billed at hourly rates. These rates are valid for a period of six months from the letter of agreement or proposal date:

<i>Senior Engineer</i>	<i>\$ 150.00/hour</i>
<i>Project Engineer</i>	<i>\$ 125.00/hour</i>
<i>Registered Land Surveyor</i>	<i>\$ 125.00/hour</i>
<i>Registered Landscape Architect</i>	<i>\$ 125.00/hour</i>
<i>Survey Crew</i>	<i>\$ 100.00/hour</i>
<i>CADD Draftsman/GIS Operator</i>	<i>\$ 85.00/hour</i>
<i>Project Inspector</i>	<i>\$ 95.00/hour</i>
<i>Clerical</i>	<i>\$ 50.00/hour</i>
<i>Large Document Copies</i>	<i>\$ 0.50/Sq. Ft.</i>
<i>Mileage</i>	<i>\$ 0.65/mile</i>
<i>Plat Filing Fee</i>	<i>\$ 10.00/per page</i>
<i>Plat Processing Fee</i>	<i>\$ 5.00/one time</i>

Note: Due to circumstances beyond the surveyor's control, additional work may be required to complete the survey. I.E: lost corner.



49 Park of Commerce Way, Suite 203  
Savannah, GA 31405  
T: 912.228.3611 | F: 678.336.7744

### Unit Price Man-Hour Fee

**Terracon**  
Fee Schedule  
Geotechnical Services 2024  
Savannah, Georgia

Task	Description	Unit	Rate
<b>I</b>	<b>Field Exploration and Testing</b>		
	Mobilization of Soil Boring Rig	each	\$1,100.00
	Soil Test Borings (0 to 50 ft)	foot	\$15.00
	Soil Test Borings (50 to 100 ft)	foot	\$25.00
	Shelby Tube Samples	each	\$225.00
	Mobilization of CPT Rig	each	\$850.00
	Cone Penetration Test Sounding	foot	\$12.50
	Pore Pressure Dissipation Testing	hour	\$225.00
	CPT Shear Wave Velocity Measurement	each	\$30.00
	Field Engineer for Drilling Supervision	hour	\$105.00
	Per Diem for SPT and CPT Crews	day	\$425.00
	Coring Machine and Generator	day	\$250.00
	Technician Crew for Coring (2 person)	hour	\$170.00
	Patch Coreholes (cold patch or non-shrink grout)	each	\$50.00
	Hand Auger Borings	foot	\$8.50
	Hand Auger Borings with DCP testing	foot	\$12.00
<b>II</b>	<b>Laboratory Testing</b>		
	Natural Moisture Content	each	\$35.00
	Grain Size Analysis (up to 8 sieves + #200 wash)	each	\$125.00
	Atterberg Limits Test	each	\$145.00
	Organic Content	each	\$85.00
	Proctor Compaction Test (Standard, Method A or B)	each	\$145.00
	Corrosion Potential (Resistivity, pH, Chloride, Sulphate)	each	\$250.00
	CBR Test (3 point)	each	\$775.00
<b>III</b>	<b>Engineering Service and Management</b>		
	Cadd Operator	hour	\$85.00
	Staff Engineer	hour	\$120.00
	Project Engineer	hour	\$145.00
	Senior Engineer	hour	\$195.00
	Principal Engineer	hour	\$235.00

Overtime is any time over 40 hours per week, weekends and holidays.  
Overtime rate will be 1.5 times regular rate.

## SCHEDULE OF RATES

### **Hourly Rates:**

Entitlement Specialist	385.00 per hour
Principal	260.00 per hour
Project Director	225.00 per hour
Director of Development Strategies	215.00 per hour
Senior Project Manager	200.00 per hour
Senior Surveyor	185.00 per hour
Senior Engineer	185.00 per hour
Senior GIS Enterprise Administrator	185.00 per hour
Senior Landscape Architect	185.00 per hour
Project Manager	185.00 per hour
Senior Designer	165.00 per hour
Project Surveyor	165.00 per hour
Project Engineer	165.00 per hour
Project GIS Developer	165.00 per hour
Project Landscape Architect	165.00 per hour
Project Designer	145.00 per hour
Staff Surveyor	145.00 per hour
Staff Engineer	145.00 per hour
Staff GIS Analyst	145.00 per hour
Staff Project Manager	145.00 per hour
Staff Landscape Architect	145.00 per hour
Staff Designer	135.00 per hour
CADD Technician	120.00 per hour
GIS Technician	120.00 per hour
Two Person Crew (GPS/RTK)	225.00 per hour
One Person Crew (GPS/RTK)	215.00 per hour
Four Person Field Crew	225.00 per hour
Three Person Field Crew	200.00 per hour
Two Person Field Crew	185.00 per hour
One Person Field Crew	160.00 per hour
Field Technician	100.00 per hour
Clerical	90.00 per hour

Hourly rate schedule is subject to adjustment on December 31, 2024.

### **Reimbursable Expenses:**

All reimbursable expenses, including, but not limited to, mileage, courier, photography, special equipment and materials, plan review fees and out of town travel will be invoiced at cost plus 15%. The cost of any fees to comply with special insurance requirements will be invoiced at cost plus 15%. Any progress prints, county review drawings, permit drawings or prints for other than in-house use of Rochester & Associates, LLC. shall be billed at \$0.30 per square foot for black line copies.

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2024 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 305.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 280.00	Senior Manager	Senior Manager Survey Party (3-Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 255.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V LA Project Manager V	GIS Manager V		
\$ 230.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 220.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 205.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II Survey Party (2-Men)	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 190.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I	Grant Administrator, Senior Application Developer I, Software/Computer Consultant I
\$ 175.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 165.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 150.00	Designer II Engineering Technician II	Staff Surveyor III Survey Party (1-Man)	Landscape Designer II	GIS Analyst II		Permit Coordinator III Application Developer II
\$ 135.00	Designer I Engineering Technician I	Staff Surveyor II	Landscape Designer I	GIS Analyst I	Field Representative III	Application Developer I, Permit Coordinator II, Admin IV
\$ 120.00	CADD Technician III	Staff Surveyor I Survey Technician III	Landscape Technician III	GIS Technician III	Field Representative II	Permit Coordinator I
\$ 110.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
\$ 105.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I		Admin III
\$ 100.00					Field Representative I	Admin II
\$ 95.00						Admin I
\$ 465.00	Expert Witness					

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through December 31<sup>st</sup>, 2024, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.



**Staff Report****Subject:** Approval of Maintenance Agreement with Stryker.**Author:** Danielle Carver, PCPM**Department:** EMS**Meeting Date:** 7/2/2024**Item Description:** Consideration to Approve a Technical Service Support Agreement with Stryker for EMS equipment.**Summary Recommendation:** Staff recommends approval.**Executive Summary/Background:**

- Stryker has proposed a one-year service agreement for all of the covered equipment and pro-rated pricing on newer products to create a coterminous end date for ease of renewal in the future.
- The total for the Service Agreement is \$32,832.18.
- This proposal has been reviewed by EMS Director Wanda McDuffie and she requests approval.

**Alternatives for Commission to Consider**

1. Board approval of technical services support agreement in the amount of \$32,832.18.
2. Do not approve the technical services support agreement.

**Recommended Alternative:** 1**Other Alternatives:** 2**Department Review:** Purchasing / EMS**Funding Source:** EMS Budget**Attachments:**

1. Agreement



### One Year Prevent NB Onsite

Quote Number: 10939781  
 Version: 1  
 Prepared For: EFFINGHAM COUNTY EMS  
 Attn:

Rep: Laura Robertson  
 Email:  
 Phone Number:

GPO: CUSTOMER CONTRACT  
 Quote Date: 06/18/2024  
 Expiration Date: 07/18/2024  
 Contract Start: 07/01/2024  
 Contract End: 06/30/2025

Service Rep: Dan Godwin/Frank Mims  
 Email:

#### Delivery Address

Name: EFFINGHAM COUNTY EMS  
 Account #: 20129977  
 Address: 285 FIRST ST EXT UNIT B  
 SPRINGFIELD  
 Georgia 31329-3557

#### Bill To Account

Name: EFFINGHAM COUNTY  
 Account #: 20033324  
 Address: 804 S LAUREL ST  
 SPRINGFIELD  
 Georgia 31329-9235

#### ProCare Products:

#	Product	Description	Months	Qty	List Price	Discount %	Sell Price	Total
1.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO 05/01/2025 - 06/30/2025 Parts, Labor, Travel Preventative Maintenance	2	2	\$1,179.00	15.0%	\$167.03	\$334.06
2.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO Parts, Labor, Travel Preventative Maintenance	12	2	\$1,179.00	15.0%	\$1,002.15	\$2,004.30
3.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO 08/01/2024 - 06/30/2025 Parts, Labor, Travel Preventative Maintenance	11	3	\$1,179.00	15.0%	\$918.64	\$2,755.92
4.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPK-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance	12	5	\$1,754.00	15.0%	\$1,490.90	\$7,454.50
5.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPK-FIELD-REPAIR 06/01/2025 - 06/30/2025 Parts, Labor, Travel Preventative Maintenance	1	5	\$1,754.00	15.0%	\$124.24	\$621.20
6.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPK-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance	12	1	\$1,754.00	15.0%	\$1,490.90	\$1,490.90
7.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance	12	5	\$1,269.00	15.0%	\$1,078.65	\$5,393.25
8.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-FIELD-REPAIR Parts, Labor, Travel Preventative Maintenance	12	2	\$1,269.00	15.0%	\$1,078.65	\$2,157.30



### One Year Prevent NB Onsite

Quote Number: 10939781  
Version: 1  
Prepared For: EFFINGHAM COUNTY EMS  
Attn:

Rep: Laura Robertson  
Email:  
Phone Number:

GPO: CUSTOMER CONTRACT  
Quote Date: 06/18/2024  
Expiration Date: 07/18/2024  
Contract Start: 07/01/2024  
Contract End: 06/30/2025

Service Rep:  
Email:

#	Product	Description	Months	Qty	List Price	Discount %	Sell Price	Total
9.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD <i>Parts, Labor, Travel Preventative Maintenance</i>	12	2	\$1,948.00	15.0%	\$1,655.80	\$3,311.60
10.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO <i>Parts, Labor, Travel Preventative Maintenance</i>	12	6	\$1,179.00	15.0%	\$1,002.15	\$6,012.90
11.0	STR-CHAIR-PROCARE	PROCARE-SVC-STAIR-CHAIR <i>Parts, Labor, Travel Preventative Maintenance</i>	12	5	\$305.00	15.0%	\$259.25	\$1,296.25
<b>ProCare Total:</b>								<b>\$32,832.18</b>

### Price Totals:

\_\_\_\_\_  
Authorized Customer Signer (Printed)      Date

\_\_\_\_\_  
Stryker Authorized Signature (Printed)      Date

\_\_\_\_\_  
Authorized Customer Signature      Date

\_\_\_\_\_  
Stryker Authorized Signature      Date



## One Year Prevent NB Onsite

Quote Number: 10939781

Version: 1

Prepared For: EFFINGHAM COUNTY EMS

Attn:

Rep: Laura Robertson

Email:

Phone Number:

GPO: CUSTOMER CONTRACT

Quote Date: 06/18/2024

Expiration Date: 07/18/2024

Contract Start: 07/01/2024

Contract End: 06/30/2025

Service Rep:

Email:

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Purchase Order Number

**Service Terms and Conditions:**

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

## Equipment Service Plan

Item XI. 6.

Line Item #	Model	Serial #
1.0	PROCARE-SVC-POWERPRO	2304020700101
1.0	PROCARE-SVC-POWERPRO	2304020700164
2.0	PROCARE-SVC-POWERPRO	2110020700298
2.0	PROCARE-SVC-POWERPRO	2111020700021
3.0	PROCARE-SVC-POWERPRO	2206020700030
3.0	PROCARE-SVC-POWERPRO	2206020700064
3.0	PROCARE-SVC-POWERPRO	2206020700147
4.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44095353
4.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44097113
4.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44063925
4.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44094849
4.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	44095507
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49429225
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49429204
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49429213
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49428173
5.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49429242
6.0	PROCARE-SVC-LIFEPAK-FIELD-REPAIR	49239547
7.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	35173722
7.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	35174157
7.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	35174479
7.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	35174078
7.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	35174478
8.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3521T342
8.0	PROCARE-SVC-LUCAS-FIELD-REPAIR	3520R528
9.0	PROCARE-SVC-POWER-LOAD	2302012400251
9.0	PROCARE-SVC-POWER-LOAD	2302012400250
10.0	PROCARE-SVC-POWERPRO	171241725
10.0	PROCARE-SVC-POWERPRO	171241728
10.0	PROCARE-SVC-POWERPRO	180140670
10.0	PROCARE-SVC-POWERPRO	171241727
10.0	PROCARE-SVC-POWERPRO	171241724
10.0	PROCARE-SVC-POWERPRO	171241726
11.0	PROCARE-SVC-STAIR-CHAIR	2205010000415
11.0	PROCARE-SVC-STAIR-CHAIR	1911010000077
11.0	PROCARE-SVC-STAIR-CHAIR	2205010000254
11.0	PROCARE-SVC-STAIR-CHAIR	2205010000255
11.0	PROCARE-SVC-STAIR-CHAIR	2205010000253



Purchase Order Form



Account Manager \_\_\_\_\_  
Cell Phone \_\_\_\_\_

Purchase Order Date \_\_\_\_\_  
Expected Delivery Date \_\_\_\_\_  
Stryker Quote Number \_\_\_\_\_

Check box if Billing same as Shipping

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

SHIP TO		CUSTOMER #
Shipping Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

Authorized Customer Initials \_\_\_\_\_

Authorized Customer Initials \_\_\_\_\_

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name \_\_\_\_\_  
Email \_\_\_\_\_  
Phone \_\_\_\_\_

Stryker Terms and Conditions  
[www.stryker.com/stnc](http://www.stryker.com/stnc)

Authorized Customer Signature

Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

Attachment Stryker Quote Number

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

## **LIFEPAK® 15 service**

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

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

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
  - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
  - o Stryker will continue to offer contractual service on a yearly basis only
  
  - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
  
  - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

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

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

**Staff Report**

**Subject:** Approval of Task Order #1  
**Author:** Danielle Carver  
**Department:** PCPM  
**Date:** July 2, 2024

**Item Description: Professional Consulting Services for Program Management**

**Summary Recommendation:**

Continuation of Thomas & Hutton as Program Management

**Executive Summary/Background:**

Thomas & Hutton(T&H) has proved to be an asset as Program Management for Effingham County with the increase of capital improvement projects the county has under design. This Task Order will continue to have T&H for the next year.

**Alternatives:**

**Approve the task order** to for Thomas & Hutton to provide **Professional Consulting Services for Program Management**

**Deny the task order** to for Thomas & Hutton to provide **Professional Consulting Services for Program Management**

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** PCPM

**FUNDING:** N/A

**Attachments:** Task Order & IDC rates

Thomas & Hutton provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses. It also provides for services we may subcontract to others.
2. Direct salary expenses are generally based upon our payroll costs. The payroll costs include the cost of salaries and wages (including sick leave, vacation, and holiday pay) for time directly chargeable to the project; plus, unemployment, excise, payroll taxes, and contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits.

The current hourly rate charges for each skill position for 2024 are as follows:

Hourly Rate	Engineer	Survey	Landscape	GIS	Quality Control	Business/ Administrative
\$ 305.00	Consultant	Consultant	Consultant	Consultant	Consultant	
\$ 280.00	Senior Manager	Senior Manager Survey Party (3-Men)	Senior Manager	Senior Manager	Senior Manager	Senior Manager
\$ 255.00	Project Manager V Project Engineer V	Survey Manager V Project Surveyor V	Landscape Architect V LA Project Manager V	GIS Manager V		
\$ 230.00	Project Manager IV Project Engineer IV	Survey Manager IV Project Surveyor IV	Landscape Architect IV LA Project Manager IV	GIS Manager IV		Senior Application Developer IV, Software/Computer Consultant IV
\$ 220.00	Project Manager III Project Engineer III	Survey Manager III Project Surveyor III	Landscape Architect III LA Project Manager III	GIS Manager III		Senior Application Developer III, Software/Computer Consultant III
\$ 205.00	Project Manager II Project Engineer II	Survey Manager II Project Surveyor II Survey Party (2-Men)	Landscape Architect II LA Project Manager II	GIS Manager II	Construction Administrator II	Senior Application Developer II, Software/Computer Consultant II
\$ 190.00	Project Manager I Project Engineer I	Survey Manager I Project Surveyor I	Landscape Architect I LA Project Manager I	GIS Manager I	Construction Administrator I	Grant Administrator, Senior Application Developer I, Software/Computer Consultant I
\$ 175.00	Designer IV Engineering Technician IV	Staff Surveyor V Survey Field Supervisor	Landscape Designer IV	GIS Analyst IV	Field Representative V	Application Developer IV
\$ 165.00	Designer III Engineering Technician III	Staff Surveyor IV	Landscape Designer III	GIS Analyst III	Field Representative IV	Application Developer III
\$ 150.00	Designer II Engineering Technician II	Staff Surveyor III Survey Party (1-Man)	Landscape Designer II	GIS Analyst II		Permit Coordinator III Application Developer II
\$ 135.00	Designer I Engineering Technician I	Staff Surveyor II	Landscape Designer I	GIS Analyst I	Field Representative III	Application Developer I, Permit Coordinator II, Admin IV
\$ 120.00	CADD Technician III	Staff Surveyor I Survey Technician III	Landscape Technician III	GIS Technician III	Field Representative II	Permit Coordinator I
\$ 110.00	CADD Technician II	Survey Technician II	Landscape Technician II	GIS Technician II		
\$ 105.00	CADD Technician I	Survey Technician I	Landscape Technician I	GIS Technician I		Admin III
\$ 100.00					Field Representative I	Admin II
\$ 95.00						Admin I
\$ 465.00	Expert Witness					

3. When warranted, overtime will be charged for any non-salary employees. Overtime hours will be billed at 1.5 times the individual's charge rate.
4. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Travel in company or private vehicles will be billed at the IRS Standard Mileage Rate and may be revised based on fuel pricing. Outside consultant fees will be billed at 1.15 times the cost.
5. All rates and charges are effective through December 31<sup>st</sup>, 2024, including printing, reproductions, materials, and travel and are subject to change at that time. New rates and costs will become immediately effective to contracts in effect at the time of rate changes.

# EFFINGHAM COUNTY COMMISSION MASTER SERVICES CONTRACT No. 24-00X TASK ORDER #1

TASK ORDER # 001  
2024

DATE July 2,

ADDENDUM TO CONTRACT NO. 24-00X  
2024

DATE July 2,

**PROJECT: PROFESSIONAL CONSULTING SERVICES FOR  
EFFINGHAM COUNTY PROGRAM MANAGEMENT**

**EFFINGHAM COUNTY COMMISSION** (Owner) and **THOMAS & HUTTON ENGINEERING CO.** (Consultant or Thomas & Hutton) this 2<sup>nd</sup> day of July 2024, provide the following task order through their contract dated July 2, 2024, for work, materials, or services described below.

**SCOPE OF WORK:**

Thomas & Hutton is proposing to provide professional services for the Effingham County Program Management Services. The period of service is for July 2024 through June 2025. The Owner and Program Manager agree that the organizational flow of the Program will evolve as the Program is developed and that no specific number of staff is required or guaranteed. Staffing levels are the responsibility of the Program Manager and may change and vary during the course of the Program. Additional specialist staff may be necessary to perform Design or Additional Services as defined or to be defined at the discretion of the Owner in the future. The Program Manager shall provide documentation for anticipated costs and expenses considered outside the limits of this Agreement and shall obtain expressed written consent prior to proceeding with services. Since consulting services to be provided under this agreement are currently unknown, fees are on a time and expense, not to exceed basis.

**A. SCOPE OF SERVICES**

**1. Program Management**

**a. Management Services**

The Program Manager shall provide services to monitor procurement procedures, design, construction and other related activities and to facilitate coordinate and manage the Projects identified by the Owner. The Program Manager will monitor the quality of services and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Management tasks may include but are not limited to:

- Public Information/Engagement – Engaging with the Owner’s public relations officers regarding Program projects.

Owner’s Initials  
KMS  
Consultant’s Initials

- Master Planning Report Compilation – Assisting in the Integration of existing planning documentation into the countywide Capital Improvements Plan. Master plan updates when project completed. Living document. Flag when document revisions are necessary.
- Management of design/bid/build projects – Assisting in the procurement of design professionals and oversight of complete project delivery for Projects within the Program.
- Management of alternative delivery projects (Design/build, CMAR, Etc.) – Assisting in the procurement of alternative delivery teams and oversight of complete project delivery for Projects within the Program.
- Project Controls – Coordinate with Owner's staff to manage contracts, invoices, change orders and amendments.
- Risk Assessment & Management – Provide input and assist in managing risk for the Owner during all phases of the Program to ensure to the extent possible that potential Project impacts are transparent, understood and mitigated.
- Program Reporting – Provide regular written reports to the Owner staff, officials and Project stakeholders.
- Program Regulatory Compliance – Assist in monitoring and managing the process of compliance with applicable regulatory permitting and approvals.
- Cost Validation – Verify cost estimates and provide value-engineering reviews to Projects within the Program.
- MWBE Strategies – Work with Owner staff to explore expanding MWBE opportunities for local and disadvantaged businesses.
- Performance Management – Maintain continuous reporting for all Program Projects on budget and schedule variances and, if needed, prepare recovery plans.
- Commissioning/Conveyance – Assist in the administering of post construction closeout for Program Projects to transition the operation to Owner possession.

**b. Design Services**

At the request of the Owner, the Program Manager may perform specific design tasks under this Agreement and shall be compensated for the performance of these services for mutually agreed upon fees not included in this agreement. Design services should not and will not relinquish the services or responsibilities of the Program regarding specific Projects or design services assigned.

\_\_\_\_ Owner's Initials

 Consultant's Initials



**c. Additional Services**

At the request of the Owner, the Program Manager may perform Additional Services under this Agreement and shall be compensated for the performance of any Additional Services requested by the Owner on an hourly basis as identified in Exhibit B to this Agreement. The Program Managers shall prepare a written amendment to this Agreement specifically providing the performance of the Program Manager for the Additional Services and the hours estimated for each activity. Additional Services to be performed by the Program Manager may include but are not limited to:

- Preparation of financial feasibility studies related to Projects in the Program
- Performance of special inspections or testing
- Hiring or engaging any expert witness or consultant to assist the Owner in or for any claim or suit on behalf of the Owner.
- Such other services as Owner & Program Manager may agree to in writing.

**2. On-Call Construction Services****a. Construction Engineering Inspections**

Consultant shall provide Project Inspector to perform the majority of the on-site construction observation duties. Consultant shall be responsible for verifying and documenting that the quantities of testing (QC and QA) are being met and maintain master project QC and QA records. The Consultant shall review the Contractor's Quality Control (QC) Plan and recommend for approval in accordance with contract documents. Consultant shall interact and coordinate with the Contractor's QC personnel on an as needed basis. The Project Inspector will be responsible for observation and review of testing procedures for roadway and culvert construction in the areas of concrete, foundations, soils and earthwork, asphalt roadway, erosion control, traffic control, and others. The following tasks have been developed to address the project goals and objectives:

1. Observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and notify the Contractor to correct such observed discrepancies.
2. Facilitate weekly construction meetings, prepare minutes from meeting and provide copies to distribution list.
3. Be familiar with the Contractor's proposed schedule of operations for the project and review schedule updates provided with monthly pay requests.
4. Coordinate with the contractor and testing lab to perform the services required to complete testing for the project
5. Notify the Project Manager immediately of any unanticipated project conditions.
6. Perform field operations in accordance with the regulations and accepted safety practices.

Owner's Initials


 Consultant's Initials

7. Provide services in reasonable conformity with guidelines for construction services.
8. Review sample materials, concrete, and asphalt, to be incorporated in the work, and reject Contractor's work and materials not meeting Specifications
9. Make certain that test report records or certificates of compliance have been received, prior to the incorporation of materials in the work, for materials tested off the project site.
10. Keep daily diaries, logs, and records information for the project consistent with typical industry practices as are needed for a record of the Contractor's progress including observation diaries.
11. Measure and compute quantities of all materials incorporated in the work and items of work completed and maintain an item record account. This information will be utilized to evaluate progress payments on the contract.
12. Prepare and submit, such periodic, intermediate, and final reports and records as may be required to document construction progress for the project, which may include:
  - a. Weekly progress reports.
  - b. Weekly statement of working days.
  - c. Notice of change in construction status.
  - d. Report of field observation of material.
  - e. Test reports.
  - f. Contractor pay estimates.
  - g. Final certification of materials.
  - h. Explanation of quantity variation.
  - i. Statement of contract time.
  - j. Intermediate and final estimates.
  - k. Contractor evaluation form.
13. Review Contractor submittals of records and reports as applicable to the project.
14. Provide a PDF copy of all diaries, logs, notebooks, accounts, records, reports, and other documents prepared as a part of the project inspection.
15. Review one copy of the "as-built" or "record" plans completed by the Contractor to the County as defined in the in the project specifications.
16. Testing and Sampling will be completed on the project based on guidelines and specifications. Testing will be completed by the contractor by a geotechnical consultant who has a certified laboratory. Testing and Sampling will be coordinated with the contractor through the project inspector. Testing and sampling will be for earthwork, concrete, graded aggregate base course, and asphalt paving. Asphalt pavement monitoring and testing will be in the field as well as at the plant.
17. NPDES inspections will be completed by the contractor on a bi-weekly basis and after significant rainfall events. Documentation will be provided to the project inspector each week.

**b. Construction Observation**

For the length of this agreement, the Program Manager's project representative will be made available to the Owner on an as-needed basis to provide site representation/observation. The project representative will act in the capacity of the Owner's representative, when needed, as

\_\_\_\_ Owner's Initials

 Consultant's Initials

directed to do so. Notification for site representation will require correspondence with the Program Manager 48 hours prior to the requested on-call service. Considering the complexity of this work and its location, this scope includes the following time for observation of construction:

- It is estimated that the Project Representative can be made available up to an average of **6 hours per week** for the duration of this agreement. Compensation will be based on a time and expense, not to exceed amount, using this weekly average as the basis for budget. If additional site visits are required, this contract will be amended to provide such additional services.

Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Construction observation is anticipated for the time period of this agreement. Such visits and observations shall not require Program Manager to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. Both parties understand that the Contractor has notification requirements at specific intervals of the construction process. Program Manager does not provide accessibility construction compliance verification. This service can be provided at the request of the Owner with specific scopes and fees.

### 3. Reimbursable Expenses

Direct non-salary (reimbursable expenses), including printing and reproduction are billed at cost. Travel in private vehicles will be billed at the IRS Standard Rate and may be revised based on fuel pricing.

### 4. Fees

We propose that payment for our services be on a time and expense basis as needed per Effingham County request.

\_\_\_\_ Owner's Initials

 Consultant's Initials

APPROVED:

APPROVED:

THOMAS & HUTTON ENGINEERING CO.

EFFINGHAM COUNTY COMISSION


By:   
Ryan Thompson, PLA

By: \_\_\_\_\_

Title: Principal-in-Charge

Title: \_\_\_\_\_

Date: July \_\_\_\_\_, 2024  
Date: \_\_\_\_\_

By:   
Kevin Smith, PE

Title: On-call Contract Manager/Principal

Date: July 2, 2024

\_\_\_\_\_  
Owner's Initials

  
Consultant's Initials

## Staff Report

**Subject:** UGA Extension Office staffing contract  
**Author:** Mark W. Barnes, Finance Director  
**Department:** Finance  
**Meeting Date:** 7/2/24  
**Item Description:** Consideration to approve the FY 2025 UGA Extension Office personnel agreement

### Summary Recommendation:

Staff is requesting approval of the FY 2024 UGA Extension Office personnel agreement.

### Executive Summary:

In prior fiscal years, the personnel at the UGA Extension Officer were treated as employees of both UGA and the County. In order to simplify this arrangement, in FY 2023 the County contracted with UGA in such a way that the Extension Office personnel would be employed fully by UGA, and the County would reimburse UGA for its share of the costs, on a quarterly basis. The FY 2024 amended contract total was for \$234,215 and this proposed FY 2025 contract is for \$229,983. The slight decrease is due to changes in retirement system participation.

### Background:

1. As in FY 2024, this FY 2025 contract is for six positions
2. Amended FY 2024 contract was \$234,215. This FY 2025 contract is for \$229,983
3. Actual expenses for the contract could be lower, depending on insurance selections when vacancies are filled
4. This contract is currently funded in the FY 2025 budget

### Alternatives for Commission to Consider:

1. Approve the FY 2025 UGA Extension Office personnel agreement.
2. Do not approve the FY 2025 UGA Extension Office personnel agreement.
3. Provide staff with direction.

### Recommended Alternative:

Staff recommends Alternative number 1 – Approve the FY 2025 UGA Extension Office personnel agreement.

### Other Alternatives:

N/A

**Department Review:** *(list departments)*

Finance

**Funding Source:**

General Fund, UGA Extension Office department

**Attachments:**

FY 2025 UGA Extension Office personnel agreement



# Effingham County Board of Commissioners

July 1, 2024 - June 30, 2025

Item XI. 8.

FY 25		
<b>Salary</b>	<b>Original</b>	<b>Amended</b>
Morgan Triplett, 4H Agent (TRS)	\$ 24,720.00	
Bonnie Weber, CAA (TRS)	\$ 12,360.00	
Blake Carter, CEC, PS Asst -ANR (TRS)	\$ 24,338.00	
VACANT, 4H PA- PT	\$ 26,465.00	
Shannon Gray, 4H PA (TRS)	\$ 33,475.00	
Melissa Jacobs, 4H Edu (TRS)	\$ 37,080.00	
<b>Total Salaries</b>	<b>\$ 158,438</b>	<b>\$ -</b>
<b>Benefits</b>		
TRS (20.78%)	\$ 27,423.99	\$ -
<b>Total Benefits</b>	<b>\$ 27,424</b>	
<b>Social Security (7.65%)</b>		
FICA OASDI (6.2%)	\$ 9,823	\$ -
FICA HI (1.45%)	\$ 2,297	\$ -
<b>Total SS</b>	<b>\$ 12,121</b>	
<b>Insurance - for 4H PA &amp; EDU</b>		
<b>Hospital</b>	\$ -	
<b>Life</b>	\$ -	
<b>Total HLO</b>	<b>\$ 32,000</b>	TBD during hiring process
<b>Total Salary and Fringe</b>	<b>\$ 229,983</b>	<b>\$ -</b>

\*\*\*Totals are rounded up to the next \$ for contract billing, only actual expenses will be billed.\*\*\*

UGA will bill quarterly for the actual expenses of the above. All other benefits will be charged to 18171009991001.

Bill to the following name and address:  
 Effingham County Board of Commissioners  
 804 S. Laurel St.  
 Springfield, GA 31329

Contact:  
 Mark Barnes, Finance Director  
 912-754-8012  
[mbarnes@effinghamcounty.org](mailto:mbarnes@effinghamcounty.org)  
[accountspayable@effinghamcounty.org](mailto:accountspayable@effinghamcounty.org)

Approved by:

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Wesley Corbitt, Chairman  
 Effingham County Board of Commissioners

## Staff Report

**Subject:** Consideration to Approve a Mass Notification System Agreement with Rave Mobile Safety

**Author:** Clint Hodges, EMA Director

**Department:** 20-EMA

**Meeting Date:** 07/02/2024

**Item Description:** Consideration to Approve a Mass Notification Agreement with Rave Mobile Safety

**Summary Recommendation:** Staff recommends approving an Agreement with Rave Mobile Safety for Mass Notification.

### Executive Summary/Background:

EEMA currently uses Wireless Emergency Notification System (WENS) for notification of citizens relating to emergencies.

As Effingham County grows, a system with additional functionality and user friendliness is needed. In addition to sending alerts to the public, Rave will allow for various County agencies/departments to have subgroups specifically for their use.

In communication with Rave, they will be able to convert over our current subscribers, so anyone currently signed up will not need to do anything to receive the new alerts.

This agreement is for up to three years, with a one-time setup fee of \$2,500, and each year billed at \$11,200.

### Options/Alternatives for Commission to Consider:

**Recommended:** Approve an agreement with Rave Mobile Safety for the Mass Notification System.

**Other Alternative(s):** Deny

**Department Review:** EEMA

**Funding Source:** \$11,200 per year, with a one-time \$2,500 setup fee (\$36,100 total over three years)

**Attachments:** Agreement, Implementation Plan



## Customer Acceptance Form

**Order #:** Q-44382  
**Date:** June 17, 2024  
**Expires On:** July 31, 2024

492 Old Connecticut Path  
 Framingham, Massachusetts 01701  
 Phone: (508) 532-8953

**Ship To**  
 Effingham County, GA ("Customer")  
 4636 Ga Highway 21 N  
 Springfield, Georgia,  
 31329 United States

**Bill To**  
 Effingham County, GA  
 4636 Ga Highway 21 N  
 Springfield, Georgia  
 31329 United States

SALESPERSON	EMAIL	PAYMENT METHOD
Lesley Turner	lesley.turner@motorolasolutions.com	Net 30

<b>INITIAL LICENSE TERM:</b>	36.0 month term beginning on 8/1/2024
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### Annual License Fees

Product Description	Unit Price	QTY	Annual Fee
Rave Alert External Bundle	\$0.16	70,000.00	\$11,200.00
IPAWS Integration	\$0.00	1.00	\$0.00
Additional SMS Opt-In Keyword License	\$0.00	4.00	\$0.00
<b>Annual License Fees TOTAL:</b>			\$11,200.00

### Setup Fees

One-Time Service Description	One-Time Fee
Critical Communications Set-Up Fee	\$2,500.00
<b>One-Time Professional Service Fees TOTAL:</b>	\$2,500.00

### TOTAL FEES:

	# of Months	Cost Per Year	Total Contract
<b>Annual Fees:</b>	36.0	\$11,200.00	\$33,600.00
<b>One-Time Fees (Set Up &amp; Integration):</b>			\$2,500.00
<b>Total Fees:</b>			\$36,100.00
<b>Fees Payable Net 30:</b>			\$13,700.00

**ACCEPTANCE**

Please sign and date this Customer Acceptance Form to indicate your acceptance of this proposal as an authorized representative of Customer. Payment will be due Net 30 from the date Customer signs this Customer Acceptance Form. If Customer's internal procedures require that a purchase order be issued as a condition to payment of any Fees due to Rave, Customer will timely issue such purchase order to Rave. This Customer Acceptance Form is governed by the Master License and Services Agreement found at <https://www.getrave.com/terms-of-service/current.pdf>. Any requested changes to the terms by Customer will impact price proposal above. The effective date will be the date Customer signs this Customer Acceptance Form ("Effective Date").

**RAVE ALERT**

No additional fees shall be payable to Rave for Rave Alert messages manually sent for immediate delivery by a Management Console user via the Emergency SMS Profile. The Rave Alert annual license fee also includes unlimited messaging via Email, Social Media, App Push, RSS, or Outbound CAP delivery modes. The delivery of Voice, SMS via 10DLC, or SMS via Web Service messages initiated via the Rave API Toolkit, the Inbound CAP API, or scheduled for future delivery from within the Management Console, may be subject to additional fees. Unless specifically addressed in this or another Customer Acceptance Form, additional per message fees (\$0.03 per SMPP or Web Service SMS message, \$0.08 per Voice Message) are billed quarterly in arrears for message quantities greater than 10,000 messages per month or 1 message per registered user per month, whichever is greater. Rave's Voice messaging fees apply to voice calls made within and to the contiguous continental United States. International and long-distance rates apply for other calls. Rave reserves the right to audit Customer's usage for compliance with message quantities purchased and used.

**SPECIAL CONDITIONS**

NONE

**Rave Wireless, Inc.**

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Name (Print):

\_\_\_\_\_

Title:

\_\_\_\_\_

**Effingham County, GA**

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Name (Print):

\_\_\_\_\_

Title:

\_\_\_\_\_

**Billing Contact Information**

First Name:

\_\_\_\_\_

Last Name:

\_\_\_\_\_

Email:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Please sign and email to Lesley Turner at [lesley.turner@motorolasolutions.com](mailto:lesley.turner@motorolasolutions.com)

THANK YOU FOR YOUR BUSINESS!

# Project Approach and Timeline for Implementation

Each new Rave customer is assigned a dedicated Implementation Manager, backed by a full team of customer support personnel, who will be the single point of contact during solution deployment. The Implementation Manager utilizes a proven methodology, product and technical expertise and provides practical and best practices advice to guide the implementation project to success.

Rave’s project methodology is focused on creating a specific, practical, and reproducible agile deployment experience for all customers. During the project Welcome Call (kickoff), the Implementation Manager will provide an overview of the project tasks and timeline and provide a set of next steps and actions.

Our team has extensive experience in transitioning new Rave Alert customers from other vendors. Jurisdictions with populations over 2.5 million have been transitioned easily and effectively.

## The Rave Team

Rave is dedicated to successful customer relationships and provides the following team to ensure the best possible experience during and after the implementation.

Dedicated Rave Mobile Safety Staff Resources	
Title/Function	
<b>Implementation Manager</b>	– Rave project manager, single point of contact during onboarding and implementation process
<b>Customer Success Manager</b>	– Provides ongoing executive, customer relationship, best practices, and advocacy over the entire length of contracted services to maximize the City’s ROI
<b>Account Manager</b>	– Responsible for contractual and administrative details across the entire length of contracted services
<b>Community Marketing Manager</b>	– Will assist with public marketing of Alerts & Smart911
<b>Technical Support staff</b>	– After implementation, provide ongoing product technical support and 24x7 hotline response

## Before the Welcome Call – Customer Activity

Rave encourages customers to think about several different topics and tasks before the Welcome Call with an Implementation Manager. The table below outlines the items customers may want to consider before the implantation project begins.

Task	Time frame	Responsible
Identify project manager and contact information	Pre-Welcome	Customer
Identify Rave administrator (may be same as above)	Pre-Welcome	Customer

Identify desired default caller ID number	Pre-Welcome	Customer
Identify desired default email “from” name/address	Pre-Welcome	Customer
Identify desired default email “reply-to” address	Pre-Welcome	Customer
Identify desired social media accounts by department/division	Pre-Welcome	Customer
Identify hazardous weather features for automated NWS alerts	Pre-Welcome	Customer
Identify any sub-jurisdictions where Rave will be deployed	Pre-Welcome	Customer
<b>Review potential data sources and initial configuration</b>		
Published residential & commercial numbers	Pre-Welcome	Customer
E911 Data supplier (NENA 2.x format)	Pre-Welcome	Customer
Identify initial categories for public opt-in/subscription	Pre-Welcome	Customer
Existing internal/employee data	Pre-Welcome	Customer
Capture requirements for Role-Based Access Control features for all stakeholders activating the system	Pre-Welcome	Customer
Capture requirements for self-service opt-in	Pre-Welcome	Customer
Review location/mapping/GIS features potential GIS Shape files	Pre-Welcome	Customer
Designate number and names for custom SMS Opt-in keywords	Pre-Welcome	Customer

### Before the Welcome Call – Rave Activity

Once a contract is signed, Rave’s Services team will build out the Rave environment to prepare for the Welcome call and implementation effort. One or more Rave sites, each referred to as Rave Domain, will be created. Multiple Domains can be linked as desired so authorized users can move seamlessly between them. The build out process takes several days and includes:

Initial Onboarding and Implementation – Project and Product Configuration		
Task	Time frame (days after contract)	Responsible
Build out Alert Domain(s)	Up to 5 days	Rave
Create an administrative system-user (Rave Domain Admin)		Rave
Configure initial settings for alert delivery modalities		Rave
Source and load current landline data (if applicable)		Rave
Configure jurisdictional boundary (if applicable)		Rave
Configure example Alert Template		Rave

### Implementation

Below, please find a timetable of tasks generally undertaken during implementation. Most of the timing of these tasks is within the discretion of the Customer; your onboarding and implementation may include additional priorities or conversely, unnecessary steps for your system



Rave Alert includes an easy-to-use but powerful Role Based Access Control (RBAC) functionality. RBAC is fully configurable by authorized system users. After (or during) the implementation period, the City may choose to create any number of multiple roles with various object permissions and user control/viewing features to ensure the system is securely partitioned among agencies, departments, and other activator groups sending notifications.

Specific customizations like automated weather alerts, creating multiple system users, setting up templates, configuring ongoing automatic data updates for employees, incorporating of other data, etc., is dependent upon your requirements, desired complexity in using features, and your availability for discussion/training; onboarding may take anywhere from two to six weeks at a relaxed pace.

<b>Initial Onboarding and Implementation – Project and Product Configuration</b>		
<b>Task</b>	<b>Time frame (after Welcome Call)</b>	<b>Responsible</b>
Introduce Rave Client Manager for the City	0	Rave
Supply customer with format/method for syncing employee data (if desired)	0	Rave
Implement optional integrated authentication / identity management when chosen	2-6 weeks	Rave, Customer IT
Administrator orientation via live webinar	2-6 weeks	
Rave Academy, self-paced training (unlimited)	10 days	Customer
Set up email template with jurisdiction-supplied graphics	2-6 weeks	Rave
Configure social media accounts as per Customer	2-6 weeks	Rave
Configure supplied RSS feeds	2-6 weeks	Rave
Set up CAP listener or sender for desired CAP messaging	2-6 weeks	Rave
Configure public and staff self-service portal options	2-6 weeks	Rave
Set up initially desired category list for public access	2-6 weeks	Rave
Configure custom SMS Opt-in keywords as needed	2-6 weeks	Rave
Set up IPAWS COG digital certificate, when available	2-6 weeks	Rave, Customer
IPAWS specific webinar training as needed	2-6 weeks	Rave
Pre-script any messages requested (including legacy messages)	2-6 weeks	Customer
Discuss 3 <sup>rd</sup> Party integrations	2-6 weeks	Rave, Customer
Live webinar-based activator / administrator training (unlimited)	Bi-weekly schedule	Rave
Optional on-site or remote specialized training	30 days	Rave, Customer

### Ongoing Support

For many customers, their Rave Alert accounts continue to evolve to support additional use cases, enhanced features, and expanding best practice usage of existing features over time. Rave Alert will continue to grow to always enhance your return on investment.

<b>On-going tasks (if desired)</b>		
<b>Task</b>	<b>Time frame</b>	<b>Responsible</b>
Publish new categories for subscribers	Ongoing	Customer
Add / modify new system activators and administrators and role permissions	Ongoing	Customer
Create, edit, or change contact/user data	Ongoing	Customer
View reports of any alerting campaign	Ongoing	Customer

Create new templates, polls, etc.	Ongoing	Customer
Update any social media accounts settings	Ongoing	Customer
Update any RSS feed settings	Ongoing	Customer
Update any NWS alerts	Ongoing	Customer
IT support for customer configurations and integrations such as authentication, ERP/HR system data integrations, and changes to local networks that may impact the system such as the allow list for email delivery	Ongoing	Customer