



BOARD OF COMMISSIONERS REGULAR MEETING

March 15, 2022 – 5:00 PM

Effingham County Administrative Complex
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

Virtual Meeting Information:

Zoom link:

<https://us06web.zoom.us/j/88387585556?pwd=bDhncFEvSlMwZmN2VW9NWUR5OHduQT09>

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

Meeting ID: **883 8758 5556**

Access Code: **645218**

- 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 March 1, 2022 regular Board of Commissioners meeting minutes
- VII. Public Comments** - Public comment shall pertain to the agenda items only. Should you wish to address the Board about an item, clearly state your full name prior to commencing to speak.
- VIII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website

IX. Consent Agenda

1. [2022-145 Form]

Consideration to approve to ratify the update of the ACCG Insurance Program Contact Form

2. [2022-146 Calendar]

Consideration to approve the Budget Calendar for fiscal year 2022-2023

X. Old Business

1. [2022-086 Crossing Closure] *Eric Larson*

Consideration to approve a railroad crossing closure at Dewitt Road (*this item was postponed from the 02/15/2022 meeting*)

2. [2022-070 Agreement/Resolution] *Tim Callanan*

Consideration to approve to amend the Intergovernmental Agreement and a Resolution of Support (022-010) between Effingham County and the Effingham County Hospital Authority

XI. New Business

1. [2022-147 Contract] *Alison Bruton*

Consideration to approve Amendment #4 to the Contract for Roadside Mowing Services with the McGraley Company, LLC

2. [2022-148 Resolution] *Alison Bruton*

Consideration to Approve Resolution# 022-015 for surplus of various items

3. [2022-149 Agreement] *Alison Bruton*

Consideration to approve ratification of an Agreement with Gas South for natural gas services for multiple County buildings

4. [2022-150 Quote] *Alison Bruton*

Consideration to approve Quote #000021 for an updated software program for the Recreation department from RecDesk

5. [2022-151 Quote] *Alison Bruton*

Consideration to approve a Quote from Toast, Inc. for the software and equipment to allow for the acceptance of credit card payments at concession stands

6. [2022-152 Agreement] *Teresa Concannon*

Consideration to approve a Location Agreement for Randy Smoak to hold a "Night of Praise" event on Sunday, July 3, 2022, at the Effingham County Courthouse located at 700 N. Pine St., in Springfield. **Map# S101 Parcel# 21**

7. [2022-153 Grant Application] *Mark Barnes*

Consideration to approve submittal of a Grant Application with the Georgia Emergency Management and Homeland Security Agency for cameras for the Sheriff's Office

8. [2022-154 Grant Application] *Mark Barnes*

Consideration to approve the submittal of a Grant Application to the American Kennel Club Companion Animal Recovery Corporation (AKC Reunite) Canine Support and Relief Fund related to pet disaster relief units for the Animal Shelter

9. [2022-155 Resolution] *Mark Barnes*

Consideration to approve Resolution# 022-016 to amend the 2021-2022 Fiscal Year Budget

10. [2022-156 Resolution] *Tim Callanan*

Consideration to approve Resolution# 022-017 to adopt increased freeport exemption pursuant to the *O.C.G.A. Section 48-5-48.2*

11. [2022-157 Agreement] *Stephanie Johnson*

Consideration to approve the Fiscal Agent Designation and Acceptance Agreement for Family Connection

12. [2022-158 Resolution/Appointment] *Stephanie Johnson*

Consideration to approve Resolution# 022-018 to reappoint Lisa Mock-Hurst to the Tax Assessor Board representing the First District

XII. Reports from Commissioners & Administrative Staff

1. County Engineer's report on Capital project status.

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

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

XV. Adjournment

Staff Report

Subject: ACCG Insurance Program Contact Form Update

Author: Sarah Mausolf, Director

Department: Human Resources and Risk Management

Meeting Date: March 15, 2022

Item Description: Approval of Updated Contact Form for ACCG Insurance Program

Summary Recommendation: Staff recommends approval of the updated Contact Form for the ACCG Insurance Program.

Executive Summary/Background: Due to change in personnel, an update for the ACCG Insurance Program is necessary.

Alternatives for Commission to Consider

1. Approval of the updated contact forms.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Clerk

Funding Source: NA

Attachments:

- 2022 IRMA Contact Form



2022 CONTACT FORM

INTERLOCAL RISK MANAGEMENT AGENCY [ACCG-IRMA / Property & Liability Program]

I hereby appoint the **following contacts** for Effingham County Board of Commission
(Name of Organization)

Wesley M. Pitt

Signature of County Chairman or
Executive Director for Authority

03/04/2022

Date

■ The appointed **ACCG-IRMA Insurance Contact** is Stephanie Johnson
(Insurance Contact receives invoices & renewals for property & liability)

Position County Clerk Email: sjohnson@effinghamcounty.org

If there is a change in the insurance contact, please advise if the previous contact is still affiliated with the county for the ACCG database to be current and accurately maintained. Yes No

■ The appointed **ACCG-IRMA Safety Coordinator** is Sarah Mausolf
(Safety Coordinator is responsible for the Safety Program)

Position Human Resources Director Email: smausolf@effinghamcounty.org

If there is a change in the safety coordinator, please advise if the previous contact is still affiliated with the county for the ACCG database to be current and accurately maintained. Yes No

■ The appointed **ACCG-IRMA Claims Contact** is Sarah Mausolf
(Claims Contact is responsible for reporting property & liability claims / Additional Claims Contacts may be listed on reverse side)

Position Human Resources Director Email: smausolf@effinghamcounty.org

■ The appointed **ACCG-IRMA H R Liaison Contact** is Sarah Mausolf
(H R Liaison is authorized to communicate with ACCG appointed employment attorney)

Position Human Resources Director Email: smausolf@effinghamcounty.org

Please **EMAIL** completed Contact Form to accginsurance@accg.org or **FAX 404-522-1897**

Staff Report

Subject: FY 2023 Budget Calendar
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 3/15/2022
Item Description: Consideration to approve Effingham County's FY 2023 budget calendar.

Summary Recommendation:

Staff is requesting approval of the FY 2023 budget calendar

Executive Summary:

The County currently uses specific guidelines to meet state requirement with regard to producing the annual budget, and as such seeks to ensure all departments are aware of the requirements and timeline. The calendar supports the development of the FY 2023 (July 1, 2022 – June 30, 2023) fiscal year budget.

Background:

1. The adoption of this calendar will provide each participant a deadline for submission of their pertinent budget items.
2. This will provide an overall defined structure and timeline.
3. The budget must be finalized before the new fiscal year begins to ensure compliance with state law and to maintain a balanced budget.

Alternatives for Commission to Consider:

1. Approve the FY 2023 budget calendar
2. Do not approve the FY 2023 budget calendar
3. Provide staff with direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approval of the FY 2023 budget calendar

Other Alternatives:

N/A

Department Review: *(list departments)*

Finance

Funding Source:

No funding needed

Attachments:

- 1. FY 2023 budget calendar

Budget Calendar FY 2023

FY 2023 (07/01/2022 - 6/30/2023)

| Action/Item/Description | Last year, for comparison | FY 2023 Budget Calendar | Days To Complete | Total Days |
|--|------------------------------|------------------------------|------------------|------------|
| Department Heads budget kick-off instructional email | Wednesday, January 27, 2021 | Monday, February 7, 2022 | 0 | 1 |
| Deadline for Personnel Requests | Friday, February 5, 2021 | Tuesday, February 15, 2022 | 8 | 8 |
| Deadline for Prelim Budget Sheets To Be Completed | Friday, February 12, 2021 | Monday, February 21, 2022 | 6 | 14 |
| Meeting of Budget Staff | Monday, February 22, 2021 | Wednesday, March 2, 2022 | 9 | 23 |
| Meetings with Budget Committee & Department Heads Begins | Wednesday, February 24, 2021 | Friday, March 4, 2022 | 2 | |
| Meetings with Budget Committee & Department Heads Ends | Thursday, March 18, 2021 | Friday, March 25, 2022 | 21 | 46 |
| Finance Department Prepares Preliminary Budget - Start | Monday, March 22, 2021 | Thursday, March 31, 2022 | 6 | |
| Finance Department Finalizes Preliminary Budget - End | Monday, April 5, 2021 | Thursday, April 14, 2022 | 14 | 66 |
| Budget Workshop for Discussion potential meeting with Department - Start | Wednesday, April 7, 2021 | Monday, April 18, 2022 | 4 | |
| Budget Workshop for Discussion potential meeting with Department - End | Friday, April 16, 2021 | Friday, April 22, 2022 | 4 | 74 |
| Draft Budget Due to County Clerk | Thursday, April 22, 2021 | Wednesday, April 27, 2022 | 5 | 79 |
| Present Draft Budget to Board of Commissioners at Regular Meeting | Tuesday, May 4, 2021 | Tuesday, May 3, 2022 | 6 | 85 |
| Present Updated Final Budget to Board of Commissioners 1st Reading | Tuesday, May 18, 2021 | Tuesday, May 17, 2022 | 14 | 99 |
| Present Updated Final Budget to Board of Commissioners 2nd Reading - Budget Adoption | Tuesday, June 1, 2021 | Tuesday, June 7, 2022 | 21 | 120 |

Staff Report

Subject: DeWitt Road Railroad crossing closure
Author: Eric Larson, Asst. County Manager
Department: Development Services
Meeting Date: March 15, 2022
Item Description: Approve a railroad crossing closure at DeWitt Road.

Summary Recommendation:

The County desires to create a new railroad crossing of the Norfolk Southern railroad to promote growth in the County. NSRR requires the commitment of the community to close an existing crossing per requirements of the Federal Railway Administration. This program aims to identify crossing locations that are considered to provide redundant access by vehicles where the crossing has lower traffic volumes. DeWitt Road crossing is skewed and lacks active warning systems. Alternative access via Shawnee Road is less than ½ mile away and has active warning devices. Therefore, the railroad crossing at DeWitt Road is recommended for consideration for closure.

Staff review following the February 15, 2022 public meeting concluded the emergency route to/from the nearest medical facility increased by a maximum of 1.3 miles. The Fire Chief and EMS Director reviewed the travel time and deemed it acceptable given the proposed improvements in the area. Improvements to Old Dixie Highway are currently being bid for construction. Work orders for patching, new chip seal surface, and spot improvements to DeWitt Road have been issued to Public Works.

Upon approval of the railroad crossing closure, the following work will be contracted a completed by the Effingham County Industrial Authority:

- 1) Signage and Barriers
- 2) Grading, Earthworks, Erosion Control
- 3) Paving – End treatment near crossing
 - a. Changes to drainage and earth works inside NS ROW by NS
- 4) Miscellaneous – Mobilization / Demobilization, Clean-up, etc.
- 5) DeWitt Road Improvements via Public Works Work Order (\$40,000 commitment from ECIDA)
 - a. 2,500 feet of chip seal resurfacing – 20 feet wide minimum
 - b. 2,500 feet of clearing ROW – 25 feet wide (Driveway improvements as needed)
 - c. Old Dixie Highway and DeWitt Intersection Improvements – Increase radii to 50ft

Executive Summary/Background:

- The County desired to consider closing the crossing on DeWitt Road and publicly announced on January 4th the intent to close.
- The County Board of Commissioners conducted a public comment period from January 4, 2022 to February 3, 2022. No comments were received.
- The County Board of Commissioners conducted a public hearing at the February 15, 2022 regularly scheduled Commission meeting. The item was tabled for 1 month for staff to prepare a plan for needed improvements to the roads.

- The County Board of Commissioners will conduct a public hearing and consider a motion to close the crossing at the March 15, 2022 regularly scheduled Commission meeting.

Alternatives for Commission to Consider

Alternate #1 – Approve the closure of the railroad crossing on DeWitt Road.
Alternate #2 – No Action; request additional information or revision.
Alternate #3 – Reject the proposal to close the railroad crossing on DeWitt Road.

Recommended Alternative: Alternate #1

Other Alternatives: Alternate #2.

Department Review: County Engineering; County Attorney

Funding Source: N/A

- Attachments:**
1. Project Narrative and location map.
 2. Letter to public, adjacent properties.
 3. Emergency Response Map

RAIL CROSSING CLOSING

EFFINGHAM COUNTY

PROJECT NO.

21-1027

FIGURE: 01

8/25/21

PREPARED FOR:

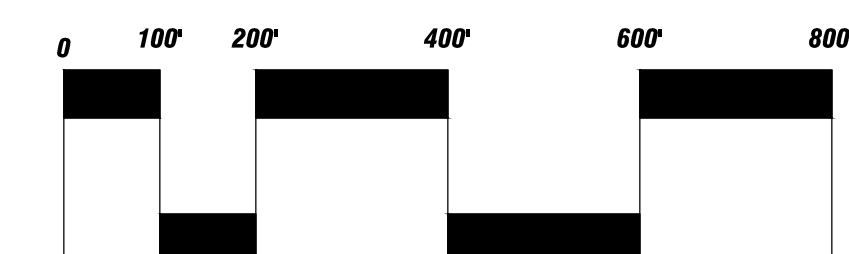
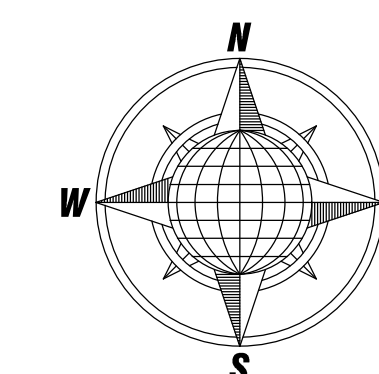
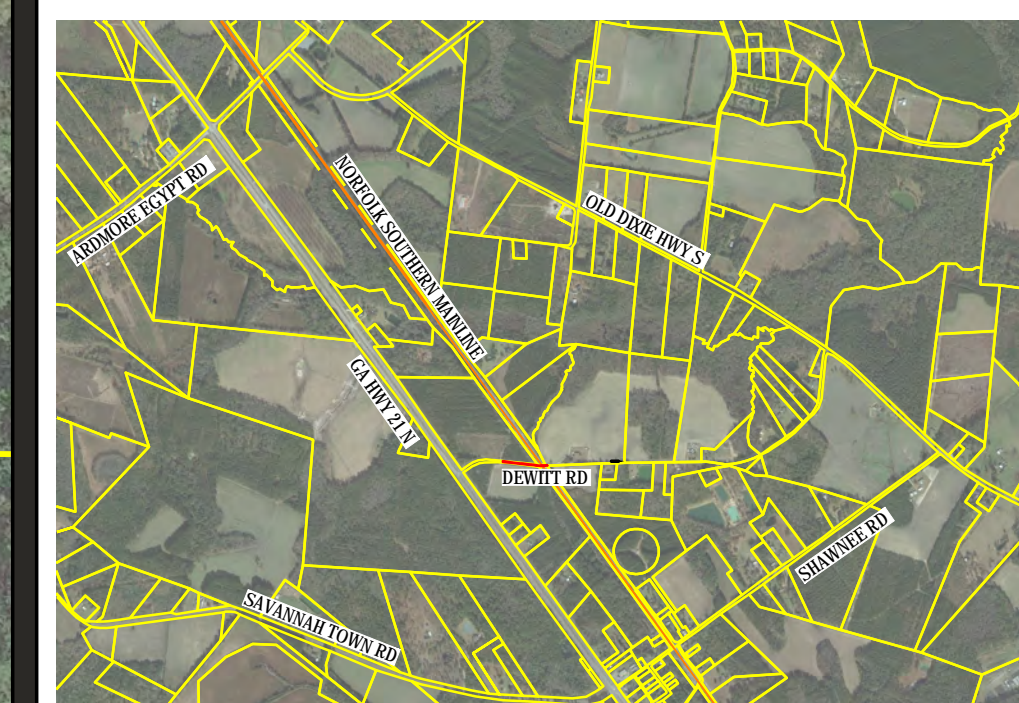
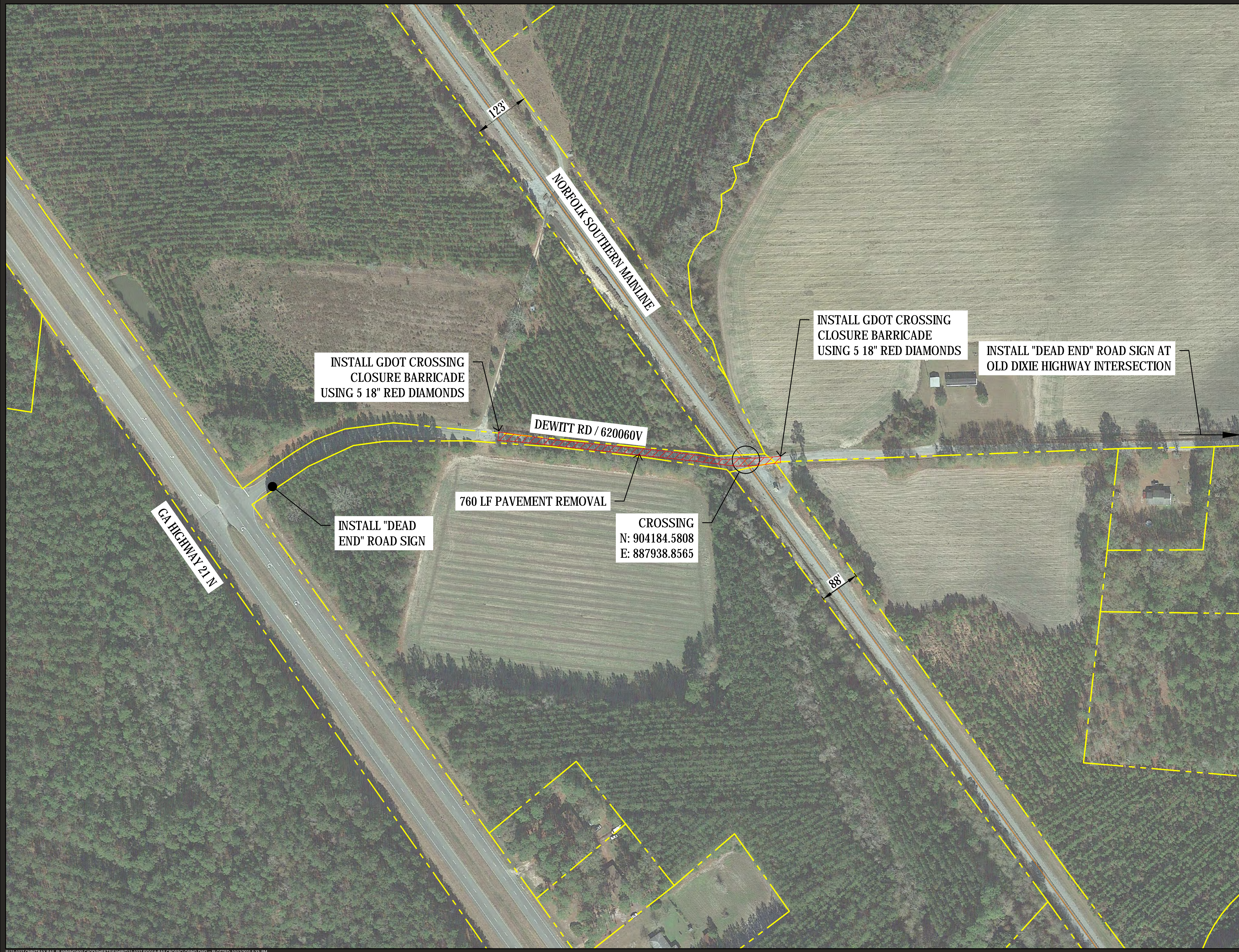
EFFINGHAM COUNTY

PREPARED BY:

HUSSEY GAY BELL
Established 1958

329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626
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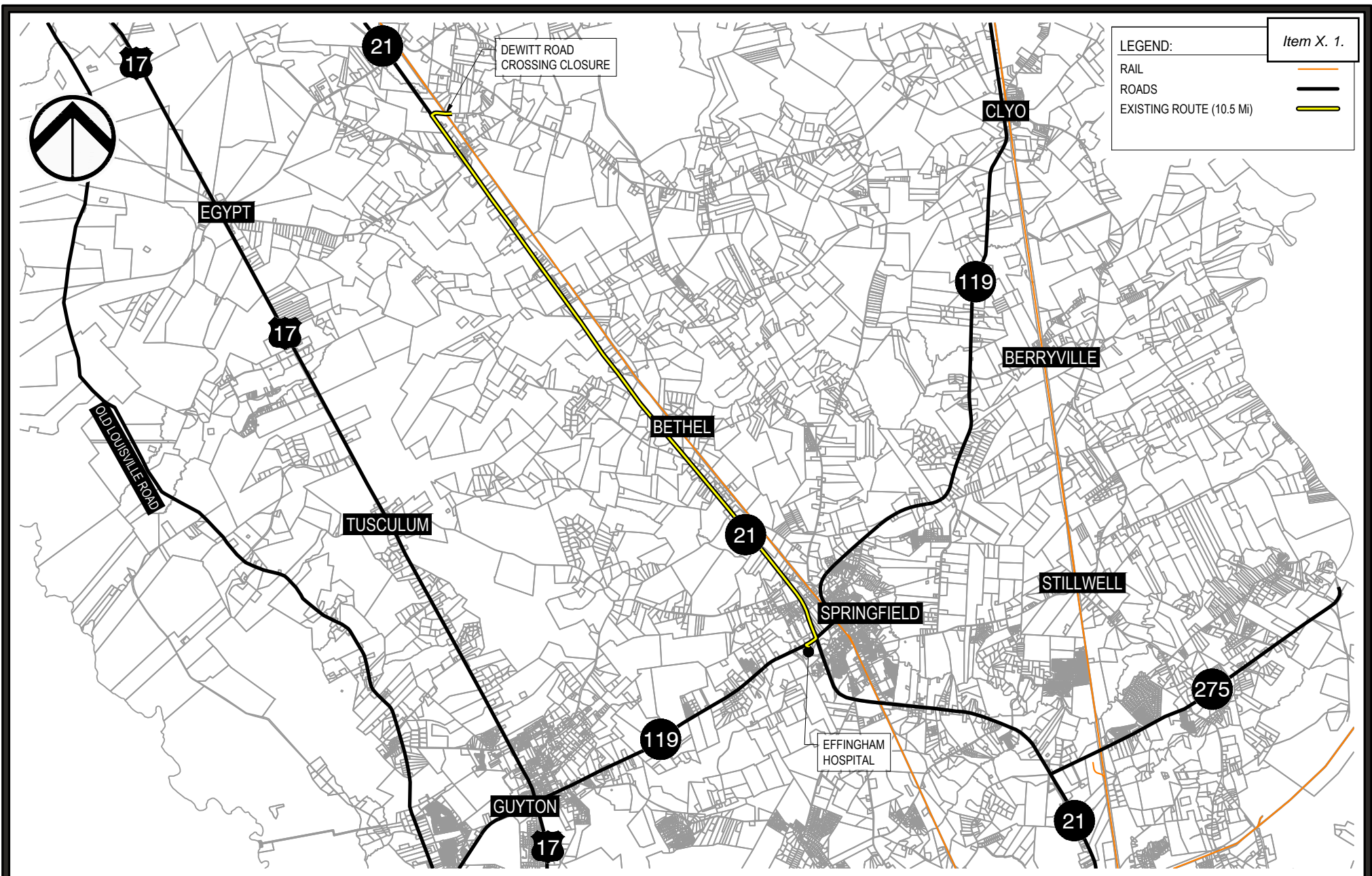
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SCALE:
1" = 200'

DISCLAIMER

Drawing is based on a 34" x 22" Sheet
This map illustrates a general plan of the development which is for discussion purposes only. Does not limit or bind the owner and is subject to change and position locations are for illustrative purposes only and are subject to an accurate survey and property description. The information contained in this map is subject to change with out notice and is for illustrative purposes only and as such the producer assumes no legal responsibility.



Item X. 1.

LEGEND:

- RAIL
- ROADS
- EXISTING ROUTE (10.5 Mi)

EXISTING ROUTE

PROPOSED ACTIVITY: DEWITT CROSSING CLOSING EFFINGHAM COUNTY, GA

Applicant: EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

Date: 2/22/2022

County: EFFINGHAM

JOB#: 21-1027 DATUM: NAVD88

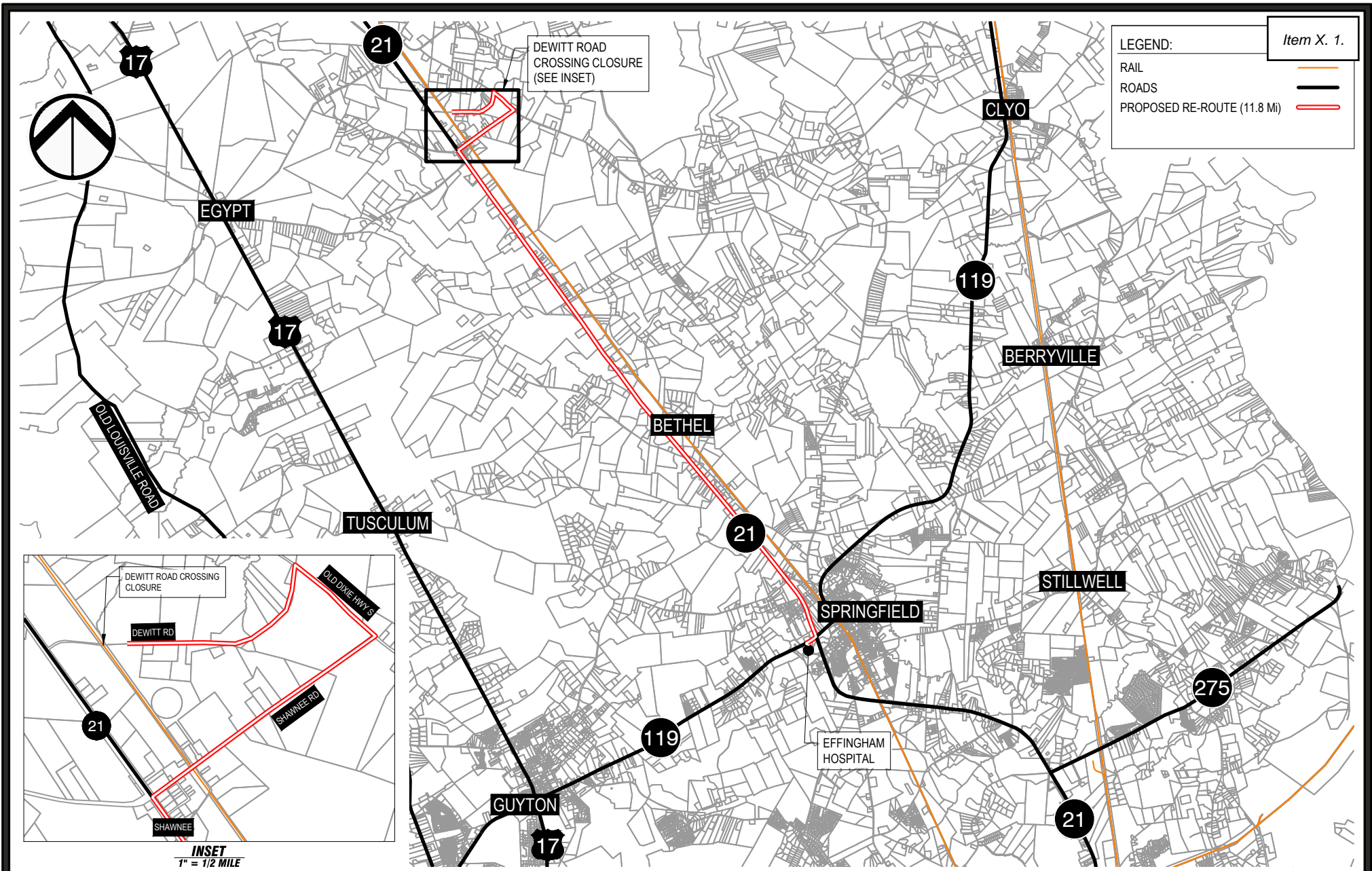
SCALE: 1" = 2 MILES SHEET: 1 of 2

GENERAL NOTES:

SCALE: 1"=2 MILES

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RE-ROUTING

PROPOSED ACTIVITY: DEWITT CROSSING CLOSING EFFINGHAM COUNTY, GA

Applicant: EFFINGHAM COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

Date: 2/22/2022

County: EFFINGHAM

JOB#: 21-1027 DATUM: NAVD88

SCALE: 1" = 2 MILES SHEET: 2 of 2

GENERAL NOTES:

SCALE: 1"=2 MILES



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Effingham County Board of Commissioners

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District 1

ROGER BURDETTE
Vice Chairman – District 2

JAMIE DELOACH
District 3

REGINARD S. LOPER, SR.
District 4

PHIL KIEFFER
District 5

January 12, 2022

To: Resident of the Dewitt Road area, North Effingham County

RE: Consideration of a railroad crossing closure on Dewitt Road

The County recently engaged with the Norfolk Southern Railroad to determine what needs are required in order to create a new crossing access in the County for improved east-west vehicular access and continued long-term growth benefits for the County. During these discussions, the County was made aware that there has been a directive from the Federal Highway Administration and the Federal Railway Administration over the last two decades to improve the safety of citizens nationally where we access railroad crossings. This program aims to identify crossing locations that are considered to provide redundant access by vehicles where the crossing has lower traffic volumes. The type of warning devices located at the crossings are also considered as the GDOT Section 130 Program uses the crossing inventory information for every public crossing in the state to determine what crossings will qualify to be programmed for crossing safety improvements annually.

As part of this review, Dewitt Road (Crossing Number: 620060V) has been identified as a redundant, low volume crossing with alternate access provided by Shawnee (Crossing Number: 620057M) which is located approximately a half mile to the southeast of this crossing and has been recommended to be closed. While we do understand closure of any roadway segment can provide some inconvenience, this location is provided reasonable alternative access to the south for while not increasing emergency response times or access in the event of an emergency. Additionally, the alternate crossing is treated with active warning devices that include flashers and gates which provides a safer access point to cross the track which is currently seeing ten trains a day at speeds up to 49 MPH. The crossing proposed to be closed is skewed and has limited sight distance on the approaches which further increases the risk to drivers who use this crossing. The potential of this crossing qualifying under the State's crossing safety program are unlikely due to the low volume of the road unless a collision occurred at the crossing.

With the above issues in mind, the recommendation to the County Board of Commissioners is to close the road to through traffic at the railroad crossing location on Dewitt Road. On the east side, the gravel shoulder area near the railroad communications tower would remain accessible as an area for vehicles to turn around and on the west side, the road would be abandoned toward the west to the private road accesses on the north and south side of the road and leave enough of a road section just past this point to allow for a three point turnaround using the road shoulders for vehicles to turn around. A exhibit is attached that explains the closure location.

As with any roadway closure, the County Board of Commissioners will be holding a public meeting on February 15, 2022 at 5pm at the NEW Effingham County Administration Building at 804 S. Laurel St., Springfield, GA 31329 to listen to any concerns regarding this proposal before voting on the proposal. Thank your time and consideration of this safety improvement.

If you have any questions, contact Tim Callanan, County Manager, at (912) 754-2123 or tcallanan@effinghamcounty.org.

Sincerely,
Timothy J. Callanan
County Manager

**THIRD AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT**

BETWEEN

EFFINGHAM COUNTY

AND

EFFINGHAM COUNTY HOSPITAL AUTHORITY

THIS CONTRACT, made and entered into as of _____, 2022, by and between **EFFINGHAM COUNTY** (the "County"), acting by and through its Board of Commissioners, and the **EFFINGHAM COUNTY HOSPITAL AUTHORITY D/B/A EFFINGHAM HOSPITAL** (the "Authority");

WITNESSETH:

WHEREAS, pursuant to the provisions of the Hospital Authorities Law of Georgia (O.C.G.A., Section 31-7-70 et seq, as amended) (the "Hospital Authorities Law"), the County established the Authority pursuant to a resolution adopted by the Board of Commissioners of Roads and Revenue for Effingham County on February 6, 1968, and the Authority is now legally created, existing and operating; and

WHEREAS, the Hospital Authorities Law grants to the Authority the power to acquire, construct, equip, alter, repair and modernize health care facilities to promote the public health needs of the County and the State of Georgia; and

WHEREAS, the Authority has heretofore acquired and constructed and is now operating Effingham Hospital located in Springfield, Georgia (the "Hospital") and certain off campus outpatient facilities located in Effingham and Chatham Counties, Georgia (the off campus facilities and the Hospital are collectively referred to herein as the "Medical Facilities"); and

WHEREAS, after careful study, in 2010, the Authority determined that in order to meet the healthcare needs of the citizens of Effingham County, it was necessary to modernize and expand the Hospital through renovations and improvements with an approximate cost of \$30 Million dollars (the "Project"); and

WHEREAS, the Authority financed the amounts necessary for the Project in the amount of \$30,989,800, through the issuance of revenue anticipation certificates (the "2010 Loan"), which funds, combined with existing resources of the Authority, redeemed the Series 1998 Certificates and provide funds for the modernization and expansion of the Hospital; and

WHEREAS, the Authority financed the 2010 Loan through a lender (the "Lender") approved by the Federal Housing Administration (the "FHA"), in order to secure mortgage insurance from FHA thereby enhancing the credit of the Authority and reducing the borrowing cost on the 2010 Loan; and

WHEREAS, the recent community assessment for Effingham County found that the key illnesses that lead to higher mortality rates include oncology diagnosis, poverty and other social determinates that impact the health of the community; and

WHEREAS, the Authority through Effingham Hospital continues to maintain quality facilities and equipment available for clinical services and desires to expand its facilities to support access to healthcare services in the community; and

WHEREAS, the Authority initially intended to redeem its revenue anticipation certificates, refinance the 2010 Loan and add supplemental funding for expanded projects (previously referred to as the "2021 Loan") and as an alternative in order to support the financial feasibility of Effingham

Hospital, Authority intends to issue revenue anticipation certificates to redeem and refinance the 2010 Loans and extend the term of the loan through 2047 with a Lender approved by the FHA and secured by the FHA federal mortgage insurance program (“2022 Loan”); and

WHEREAS, in order to secure FHA federal mortgage insurance, the Authority intends to provide to the Lender an irrevocable pledge of its revenues, including the revenues to be derived under this Contract; and

WHEREAS, this Contract is authorized by the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and under the provisions of the Hospital Authorities Law; and

WHEREAS, the County, acting through its Board of Commissioners, desires to enter into this Contract with the Authority for the provision of medical or other care and hospitalization of the indigent sick and poor within the County by the Authority, all for the best interests of the residents of the County; and

WHEREAS, on the effective date of this Contract, the terms and conditions of this Contract shall supersede and replace the prior terms and conditions of the Contract effective on October 19, 2010, as amended on December 15, 2020 and October 5, 2021; and

NOW, THEREFORE, in consideration of the mutual promises and the undertakings as hereinafter set forth, it is agreed between the County and the Authority, each acting by and through its authorized officers, pursuant to resolutions duly adopted and properly passed, as follows;

- 1.

EFFECTIVE DATE; TERM

This Contract shall become effective as of the date of issuance and delivery of the 2022 Loan and shall continue in effect from said date until such time as the 2022 Loan as to principal,

redemption premium, if any, and interest shall have been paid in full or provision duly made therefore, but in no event shall the time hereof exceed 40 years, provided that the obligations of the County under this Contract shall not be extended beyond 2047 without the written consent of the County, which shall not be unreasonably withheld.

2.

COUNTY COVENANTS

The County covenants and agrees:

- (a) For and during the term of this Contract, it will send all of the residents of the County who are indigent or otherwise unable to pay for and in need of medical care and hospitalization, to the extent practicable and consistent with patient choice, to the Medical Facilities for such medical attention and hospitalization, and to pay for such services so rendered as hereinafter set forth.
- (b) For and during the term of this Contract, the County shall make monthly payments to the Authority in amounts as may be necessary to assure the continuous operation of the Authority and its Medical Facilities during the term of this Contract and to provide reasonable reserves for the Authority, such amount due and payable under this Contract shall be determined from year to year during the term of this Contract and no sums shall be paid for the services in excess of the amounts necessary to provide for the maintenance and operation of the Medical Facilities of the Authority, including reasonable reserves, thereby providing adequate and necessary facilities for medical care and hospitalization of the residents of the County who are indigent or otherwise unable to pay for their medical care, provided that the County and the Authority have agreed that the minimum monthly payments necessary to support the

operations of the Authority and provide reasonable reserves shall be Three Hundred Thousand and no/100 Dollars (\$300,000.00), totaling to Three Million Six Hundred Thousand and no/100 Dollars (\$3,600,000.00) per year (the "Minimum Amount"), which Minimum Amount is based upon the anticipated cost of such services including the cost and expense of making the Medical Facilities available for the furnishing and performance of such services. The County shall levy an annual tax on all taxable property located within the boundaries of the County, as now existent and as same may hereafter be extended, at such rate or rates, not to exceed two (2) mills (but not less than the millage necessary (up to the applicable maximum mil limit proscribed by the Georgia Hospital Authorities law) to provide the Minimum Amount set forth above), as may be necessary to produce in each calendar year revenues which in the aggregate will be sufficient to fulfill the County's obligations hereunder, from which revenues there shall be appropriated sums sufficient to pay in full when due all of the obligations herein contracted to be paid by the County hereunder. Nothing herein contained, however, shall be construed as limiting the right of the County to pay the obligations hereunder out of general funds or from other sources lawfully available for such purposes.

- (c) In order for the Authority to assure the payment of the County's obligations herein in a timely manner and without diminution, there is hereby created a first priority lien on any and all revenues realized by the County under and pursuant to the annual tax levied or payments otherwise made pursuant to the provisions of subparagraph 2 (b) above, which lien is superior to any that can hereafter be made or granted by the County.

3.

AUTHORITY COVENANTS

The Authority covenants and agrees, during the term of this Contract:

- (a) to maintain and have available for the use on the part of the County, upon direction and authorization from the proper County authorities, the Medical Facilities to care for the residents of the County who are indigent or otherwise unable to pay for their medical care.
- (b) receive for admittance any residents of the County who are indigent or otherwise unable to pay for their medical care. The Authority shall make no charge for its services to any such residents, except as herein provided. This Contract, however, is not to be construed as preventing the Authority from accepting any voluntary payments which any such patients receiving treatment or who use the Hospital of the Authority may wish to make on their own behalf or as prohibiting it from collecting any hospitalization, accident, health or other type insurance or governmental program of which such person may be a beneficiary, or from asserting its statutory hospital lien against any recovery to which such person may be entitled; and provided, further, that nothing herein shall prevent the Authority from making charges for its services where the services are rendered to persons who are able to pay for some or all of their care. The Authority may also charge for services rendered to certain residents of the County who are indigent or otherwise unable to pay for their medical care on a pro rata basis where such person or persons have some ability to pay.
- (c) Nothing herein shall be construed or operate to prohibit the Authority from withholding service to any person until suitable arrangements have been made by the

person requesting treatment, or the person or agency acting for such person to pay for said treatment, subject to all state and federal laws, rules and regulations.

- (d) The Authority shall cooperate with the County in order to make the Medical Facilities available to the County and to persons for whom the County shall assume responsibility in furnishing medical attention and hospitalization.
- (e) The Authority shall provide to the County (i) an annual operating budget for each fiscal year of the Authority during the term hereof, together with information and data describing the operations of the Medical Facilities with comparative analysis to other similar healthcare institutions, on or before May 31 of each year and (ii) audited annual financial statements on or before 180 days after the end of the Authority's fiscal year. Failure of the Authority to provide its budget and audit in a timely manner shall not release the County from its obligations hereunder, but the County shall have such remedies as may be available at law or equity to require the Authority to produce such budget and audit in a prompt and timely manner. The Authority shall provide to the County quarterly reviews at a regularly scheduled meeting to demonstrate the cost of the uncompensated care provided by the Authority, beginning on a date determined by the County.
- (f) So long as this Contract remains in full force and effect, the Authority will operate the Medical Facilities on as economical a basis as is consistent with good practice and any sums received over and above maintenance and operation costs, debt service, required reserves for contingencies and expansion, whether by payments from contracting parties hereto or from other sources, shall be used to pay amounts to the County to reduce its cost of uncompensated care, subject to approval by FHA and/or

the Lender and provided such payments are permitted under the 2022 Loan covenants. The Authority, however, shall be the final arbiter and judge in accordance with the budget requirements of the Hospital Authorities Law pursuant to which the Authority was created, as to such excess earnings over and above debt service, maintenance, operation costs and reserves, provided that the Authority's determination as to the reserves necessary for future capital expansions in excess of \$500,000 shall be made with the advice and consent of the Board of Commissioners of the County, which consent shall not be unreasonably withheld.

- (g) For and during the term of this Contract, the Authority grants to the County a first right of refusal and option to purchase ("Right of First Refusal") all or substantially all of the assets of the Medical Facilities (the "Assets") in the event the Authority determines to sell all or substantially all of the Assets and has received a bona fide offer (the "Offer") to purchase the Assets containing terms and conditions acceptable to the Authority and approved by FHA. Upon such determination by the Authority, the Authority shall provide written notice of its intent to sell and the details of the Offer to the County. The County shall have forty-five (45) days to notify the Authority in writing if it intends to exercise its Right of First Refusal and purchase the Assets on the terms and conditions set forth in the Offer. In the event the County exercises its Right of First Refusal in a timely manner, it shall complete the purchase of the Assets within ninety (90) days after notice by the County of such acceptance on the terms set forth in the Offer. In the event the County does not exercise its Right of First Refusal within said forty-five (45) days, the Authority shall be free to consummate the sale on the terms and conditions (excepting any non-material

modifications thereto) set forth in the Offer. In the event the Authority does not consummate the sale in accordance with the Offer (excepting any non-material modifications thereto), the Right of First Refusal shall apply to any subsequent sale of the Assets occurring during the term of this Contract.

- (h) The County shall have the right during the term hereof to perform or have performed, at its expense, financial and/or performance audits of the operations and books and records of the Authority.

4.

MUTUAL COVENANTS

It is mutually agreed:

- (a) The Authority has undertaken to and will operate the Medical Facilities so as to produce sufficient revenues to continuously operate the same. The revenues to be derived from the services and facilities herein contracted for, as well as any other revenues so received by the Authority, are hereby irrevocably pledged to FHA and/or the Lender.
- (b) The provisions of the Hospital Authorities Law are incorporated herein as a part hereof as though fully set forth verbatim herein.
- (c) After the initial closing of the 2022 Loan, the Authority may from time to time, issue additional indebtedness, bonds, revenue' certificate or obligations ranking as to the lien on the Assets of the Authority on a parity with, or junior to, the 2022 Loan provided that:
- (1) The payments covenanted to be made on the 2022 Loan have been made as required and the 2022 Loan is not otherwise in default;

- (2) The governing body of the County approves the issuance of said additional indebtedness and reaffirms the provisions of this Contract; and
- (3) FHA and/or the Lender approve the issuance of the additional indebtedness.
- (d) While this Contract is between the parties hereto, it is acknowledged that FHA and/or the Lender has an interest herein, and the parties hereto covenant that this Contract cannot be modified or amended in any particular manner which would in any respect adversely affect the rights of FHA and/or the Lender, without their prior written consent.
- (e) This Contract and the obligations of the County and the Authority hereunder shall terminate in the event the Authority or any subsequent operator of the Hospital discontinues operations of the Hospital and is no longer capable of providing medical care and hospitalization to the residents of the County.
- (f) If any disagreement shall arise with reference to any of the terms or conditions of this Contract, or with reference to any matter connected with same, except as to the payments required to be made pursuant to the provisions of paragraph 2(b) hereof, the obligation for which shall be absolute and unconditional, such disagreement or dispute shall be immediately submitted to, and decided by, arbitration in accordance with the rules of the American Arbitration Association, except as modified hereby. The County shall select one arbitrator and the Authority shall select one arbitrator and the two so selected shall select a third arbitrator. The decision of two of the three arbitrators so chosen shall control and shall be binding on the parties hereto, as a condition precedent to any action before a court of law or equity; provided that if the two arbitrators first chosen cannot agree on a third, such third arbitrator shall be

appointed by the Judge of the Superior Court of Effingham County upon application by any of the parties hereto.

- (g) Should any phrase, clause, sentence, or paragraph of this Contract be held invalid or unconstitutional, it shall in nowise affect the remaining provisions, which said provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have caused this Contract to be executed as of the day and year first above written.

EFFINGHAM COUNTY

By: _____
Its: _____

(SEAL)

Attest: _____
County Clerk

**EFFINGHAM COUNTY HOSPITAL
AUTHORITY**

By: _____
Its: _____

(SEAL)

Attest: _____
Its: _____

#022-010

**RESOLUTION TO SUPPORT
AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN EFFINGHAM COUNTY AND
EFFINGHAM COUNTY HOSPITAL AUTHORITY**

WHEREAS, Effingham County and the Effingham County Hospital Authority executed an Intergovernmental Agreement (“IGA”) on October 19, 2010 to support the 2010 Bonds utilized for the modernization and expansion of the Hospital Authority of Effingham County’s hospital assets known as Effingham Hospital, Inc. d/b/a Effingham Health System (referred to herein as “Effingham Hospital”);

WHEREAS, pursuant to the IGA, Effingham Hospital agrees to provide access to healthcare services for the indigent and sick in Effingham County;

WHEREAS, the modernization project was successful and Effingham Hospital services continue to expand to serve the growing population in Effingham County;

WHEREAS, the recent community assessment for Effingham County found that the key illnesses that lead to higher mortality rates include oncology diagnosis, poverty and other social determinates that impact the health of the community;

WHEREAS, Effingham Hospital is an essential community provider in Effingham County and has expanded its healthcare services, including specialized services such as oncology and cardiology to best meet the needs of the community;

WHEREAS, in order to support the financial viability of Effingham Hospital and maintain clinical services in the community, Effingham Hospital intends to refinance the 2010 Bonds and extend the term through 2047 through a mortgage program insured by the United States Housing and Urban Development Authority (“HUD”) to be referred to herein as “2022 Bonds”;

WHEREAS, in order to support the refinancing and Effingham Hospital’s intent to extend the maturity date, Effingham County desires to amend the IGA to reflect the refinanced bonds will now be referred to as 2022 Bonds, to include the final amount of the indebtedness, to extended the term of the IGA through the 2022 Bonds maturity rate, to continue the County obligations of providing up to no less than Three Million Six Hundred Thousand and no/100 Dollars (\$3,600,000.00) per year through the extended term and all other terms of the IGA shall remain substantially the same; and

WHEREAS, Effingham Hospital agrees to continue to perform its obligations under the IGA, as amended.

NOW, THEREFORE, BE IT RESOLVED THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY HEREBY adopts and approves the amendment to the IGA to enable the refinancing of the 2010 Bonds to

be referred to as the 2022 Bonds, to reflect the extended maturity date through the HUD program, to reflect the extended term of the IGA to be coterminous with the 2022 Bonds, to continue the County obligations of providing up to no less than Three Million Six Hundred Thousand and no/100 Dollars (\$3,600,000.00) per year through the extended term and to accurately reflect the Effingham Hospital indebtedness and its obligations to provide care to the indigent and sick in accordance with the obligations described in the IGA, as amended.

BE IT FURTHER RESOLVED, that the resolution herein authorizes adoption as prescribed effective this ____ day of _____, 2022

APPROVED FOR ADOPTION
BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY

Wesley M. Corbitt, Chairman

ATTEST:

Stephanie D. Johnson, County Clerk

Staff Report

Subject: Approval of Amendment #4 to the Contract for Roadside Mowing Services with the McGraley Company, LLC

Author: Alison Bruton, Purchasing Agent

Department: Public Works

Meeting Date: March 15, 2022

Item Description: Approval of Amendment #4 to the Contract for Roadside Mowing Services with the McGraley Company, LLC

Summary Recommendation: Staff recommends approval of Amendment #4

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, 2015 with the option to renew for two additional one year terms until December 31st 2017. Amendment No.1 was approved in August 2017 allowing for the contract to run for two (2) additional years, ending on December 31st, 2019. Amendment No. 2 was approved in November 2019 allowing for an additional two (2) year term and a fee increase. Amendment No. 3 was approved April 2021 extending the term through December 31, 2022 and increasing the fee to \$251,086.60 (\$62,771.65 per mowing cycle).
- McGraley has requested Amendment #4 increasing the billed mileage for Old Louisville Road. Currently it's being billed for 3 miles, but the area is actually 7 miles. This will check the moving fee by \$234.94 per additional mile, \$939.76 per mowing cycle.
- There are two mowing cycles remaining in this fiscal year, and two mowing cycles before the end of the agreement. The mowing cycle fee will increase to \$63,711.41.

Alternatives for Commission to Consider

1. Approval of Amendment 3 to the Contract for Roadside Mowing Services with the McGraley Company, LLC.
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

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

Funding Source:

Attachments:

1. Amendment 4 to the Contract for Roadside Mowing Services
2. Fully Executed Contract and Amendments 1 through 3

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

THIS AMENDMENT NO. 4 (the "Amendment") is entered into this ____ day of _____, 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 16th, 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: _____

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 1st, 2015 and terminate on December 31st, 2015.

The contract will renew for two one year terms – January 1st 2016 to December 31st 2016 and January 1st 2017 to December 31st 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:

- 1st MOWING CYCLE (annual) - \$46,458.00 COMPLETE (approx. 267 center miles)
- 2nd MOWING CYCLE (annual) - \$46,458.00 COMPLETE (approx. 267 center miles)
- 3rd 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 31st 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.

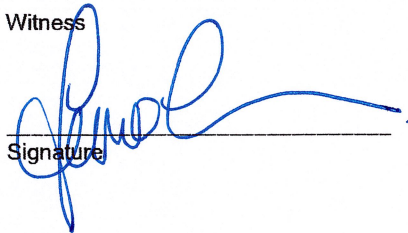
The CONTRACTOR shall pay the cost of any permit, fees, or licenses required.

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.

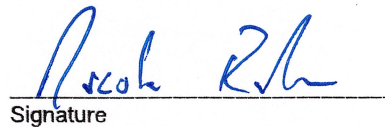
IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

Witness



Signature

The McGraley Company, LLC

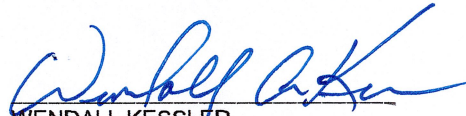


Signature

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 16th, 2014

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

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this 5th 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 16th, 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 31st, 2017 and ending on December 31st, 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 16th, 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 16th, 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 31st, 2019 and ending on December 31st, 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 16th, 2014
between
Board of Commissioners of Effingham County
and
The McGraley Company, LLC

THIS AMENDMENT NO. 3 (the "Amendment") is entered into this 20th 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 16th, 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 31st, 2020 and ending on December 31st, 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

Staff Report

Subject: Consideration to Approve a Resolution of Surplus

Author: Alison Bruton, Purchasing Agent

Department: Various

Meeting Date: March 15, 2022

Item Description: Surplus

Summary Recommendation: Staff recommends approval of the Resolution

Executive Summary/Background:

- From time to time the County has broken, unused, damaged or extra inventory. In order for the county to properly dispose of these items they must be declared surplus in accordance with O.C.G. A § 36-9-2 which states that the county "...may, by order entered onto its minutes, direct the disposal of any real property which may be lawfully disposed of and make and execute good and sufficient title thereof on behalf of the County."
- This resolution consists of various items which have either been replaced or are no longer in use.
- This is a list of vehicles that the Effingham County Sheriff's Office would like to surplus due to receipt of Enterprise vehicles.

Alternatives for Commission to Consider:

1. Board's approval of the Resolution of Surplus.
2. Do not approve the Resolution of Surplus

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Various

Funding Source: NA

Attachments: Resolution of Surplus

NOTICE OF SALE

Item XI. 2.

Notice is hereby given that the Board of Commissioners of Effingham County Georgia, in regular session assembled on **March 15, 2022** by this resolution declare the following described property surplus and authorize the public sale, or disposal thereof:

| Description | Department | Year | Make | Model | Serial Number / Identifying Number | Amount | UOM |
|-------------|------------|------|-------|-------------|------------------------------------|--------|-----|
| Vehicle | ECSO | 2014 | Dodge | Charger | 2C3CDXAT2DH717699 | 1 | ea |
| Vehicle | ECSO | 2008 | Ford | Crown Vic | 2FAFP71V08X139914 | 1 | ea |
| Vehicle | ECSO | 2013 | Dodge | Charger | 2C3CDXAT4DH677027 | 1 | ea |
| Vehicle | ECSO | 2015 | Dodge | Charger | 2C3CDXATXFH925798 | 1 | ea |
| Vehicle | ECSO | 2008 | Dodge | Charger | 2B3KA43G18H292563 | 1 | ea |
| Vehicle | ECSO | 2017 | FORD | EXPLORER | 1FM5K8AR3HGD67100 | 1 | ea |
| Vehicle | ECSO | 2005 | FORD | Expedition | 1FMPU15545LA65061 | 1 | ea |
| Vehicle | ECSO | 2015 | FORD | INTERCEPTOR | 1FM5K8ARXFG41505 | 1 | ea |
| Vehicle | ECSO | 2014 | DODGE | CHARGER | 2C3CDXAT2EH191303 | 1 | ea |
| Vehicle | ECSO | 2014 | DODGE | CHARGER | 2C3CDXAT0DH717698 | 1 | ea |
| Vehicle | ECSO | 2013 | DODGE | CHARGER | 2C3CDXAT7DH701238 | 1 | ea |
| Vehicle | ECSO | 2112 | DODGE | CHARGER | 2C3CDXAT4CH316265 | 1 | ea |
| Vehicle | ECSO | 2014 | DODGE | CHARGER | 2C3CDXAT6EH348752 | 1 | ea |
| Vehicle | ECSO | 2014 | DODGE | CHARGER | 2C3CDXAT9EH191315 | 1 | ea |
| Vehicle | ECSO | 2013 | DODGE | CHARGER | 2C3CDXAT7DH677040 | 1 | ea |
| Vehicle | ECSO | 2013 | DODGE | CHARGER | 2C3CDXAT9DH677038 | 1 | ea |
| Vehicle | ECSO | 2016 | DODGE | CHARGER | 2C3CDXAT7GH147087 | 1 | ea |
| Vehicle | ECSO | 2014 | DODGE | CHARGER | 2C3CDXAT1EH348755 | 1 | ea |
| Vehicle | ECSO | 2015 | DODGE | CHARGER | 2C3CDXAT8FH925797 | 1 | ea |
| Vehicle | ECSO | 2005 | FORD | Crown Vic | 2FAFP71WX5X116452 | 1 | ea |

Pursuant to said resolution the above described surplus property will be demolished, offered for sale by auction or by sealed bid; will be traded for newer or alternate equipment or will be donated to non-profit.

This _____ day of March 2022

Effingham County Board of Commissioners

ATTEST:

Stephanie Johnson, County Clerk

Staff Report

Subject: Ratification of approval of the Gas South Agreement for natural gas services for multiple County buildings

Author: Alison Bruton, Purchasing Agent

Department: Multiple

Meeting Date: March 15, 2022

Item Description: Ratification of Approval of the Gas South Agreements

Summary Recommendation: Staff recommends ratification of approval of the Gas South Agreement for natural gas services for multiple County buildings

Executive Summary/Background:

- Currently Effingham County has agreements with Constellation with a rate of \$0.419 per therm and a DDDC rate of \$8.50. Their proposed new agreements list the new rate at \$0.669 with a DDDC rate of \$8.50 per. According to Constellation, the rate is steadily increasing.
- At the direction of the Board of Commissioners, staff requested quotes from Georgia Natural Gas and Gas South which were discussed at the March 1, 2022 meeting. Due to the difference in the therm rate and DDDC rate, the Board requested to move forward with Gas South.
- Due to the unstable market, Gas South couldn't guarantee the rate would remain until March 15, so the County Manager signed the agreement and we are asking for ratification.
- The County Attorney has reviewed the agreement and approved the agreement to form.

Alternatives for Commission to Consider

1. Ratification of approval of the Gas South Agreement for natural gas services for multiple County buildings
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing, County Manager

Funding Source: Department Operating Budgets

Attachments:

1. Gas South Agreement for Natural Gas Services



AGREEMENT FOR NATURAL GAS SALES

Gas South, LLC ("Gas South") and Effingham County Board of Commissioners ("Customer") agree to enter into this Agreement for Natural Gas Sales as of the date set forth below, upon mutual consideration, the receipt and sufficiency of which is hereby acknowledged. The General Terms and Conditions (Rev. version dated January 1, 2021) are hereby incorporated into this Agreement for Natural Gas Sales by reference. This document is referred to as "the Agreement for Natural Gas Sales" and, together with the General Terms and Conditions, forms a single integrated agreement that is referred to as "this Agreement". Defined terms used but not otherwise defined herein have the meaning given to them in the General Terms and Conditions. Gas South and Customer agree as follows:

Price Plan: Fixed Price Plan or Market Tracker Plan.

Fixed Price Plan: Gas South will charge Customer a fixed price per therm for natural gas that will not change for the term specified below.

Market Tracker Plan: Gas South will charge Customer a price per therm for natural gas that varies monthly. For each month, the price per therm will equal the price of the NYMEX natural gas futures contract on the last day that it is traded for a given calendar month ("NYMEX Price"), plus a fixed amount per therm for the term specified below.

Term: The length of Customer's commitment to purchase natural gas will begin on 09/01/2022 and end on 08/31/2025 (as may be extended from time to time, the "Term").

Customer will be charged:

1a. Fixed price of: **\$ 0.4540** per therm for the Term (*Applicable if Fixed Price Plan is selected above*).

1b. NYMEX price plus: **\$** per therm for the Term (*Applicable if Market Tracker Plan is selected above*).

2. Customer service fee of: **\$ 0.00** per metered account per month.

3. Interstate Pipeline Capacity Charges at the rate of: **\$ 8.50** per DDDC per month (DDDC for each location is determined by AGL annually or when the meter is established).

No Interstate Pipeline Capacity Charges will apply (*Applicable if no other selection is made*).

Pricing identified in this Agreement is based on prevailing market conditions. Gas South reserves the right to adjust the proposed price if market conditions change. This is not an offer and pricing and other terms are valid and binding only if and when this Agreement has been executed by all parties.

Market Tracker Plan ONLY

Price Watch Option. If this box is checked, Customer authorizes Gas South to convert the Market Tracker Plan price and Term to a fixed rate per therm lasting for 12 billing cycles if Gas South determines, in its sole discretion, that it can offer Customer a fixed price per therm of \$ at any time that Customer is receiving service from Gas South under terms described in this Agreement. Gas South will notify Customer in writing (including by electronic communication) of a conversion to this fixed price and specify the duration of such fixed price in relation to the Term in this Agreement.

Trigger Option. If this box is checked it is agreed that Customer may convert to a fixed rate per therm for one or more calendar months at any time during the Term as long as Customer's Projected Usage exceeds 50,000 therms. A request for such a Trigger Option can be made by contacting Gas South's account management team at renewals@gassouth.com or 770-763-4323. Upon receiving a request from Customer, Gas South will furnish Customer with a price quote on a Trigger Option that would specify the rate that would apply over the period covered by the Trigger Option.

Projected Usage

Gas South is offering to provide natural gas service on the pricing and for the Term provided in the Agreement for Natural Gas Sales based on the historic natural gas usage and patterns of use at each of the initial Locations over the prior twelve (12) months as reported to Gas South by AGL (*Applicable if no other selection is made*).

Gas South is offering to provide natural gas service on the pricing and for the Term provided in the Agreement for Natural Gas Sales based on the agreed to projections of usage attached hereto as Appendix B.

If Customer elects to update Appendix A attached hereto, the aggregate, initial Projected Usage number for a given month established at the time the parties enter into the Agreement for Natural Gas Sales shall not be affected.

| | |
|--|---|
| <p style="text-align: center;">Deposit</p> <p><input checked="" type="checkbox"/> Upfront deposit waived (<i>Applicable if no other selection is made</i>).</p> <p><input type="checkbox"/> Deposit must be paid before service begins under this Agreement.</p> <p>Deposit Amount: \$</p> | <p style="text-align: center;">Locations</p> <p style="text-align: center;">LOCATIONS LISTED IN APPENDIX A, ATTACHED</p> |
|--|---|

Tax-Exempt Status

Customer is not claiming any tax exemption (*Applicable if no other selection is made*).

Customer claims that the accounts included in this Agreement are tax-exempt. Customer understands that Customer will be responsible for providing the necessary exemption certificate to Gas South. Tax exemption begins on the billing cycle after receipt by Gas South of the necessary exemption certificate.

Tax Exemption Certificate was received with this Agreement.

Tax Exemption Certificate is on-file with Gas South.

Special Provisions:

In witness hereof, the parties consent to the terms of this Agreement:

Agreed to by:

Effingham County Board of Commissioners

For Enrollment by Signature:

By: [Signature] Date: Mar 3, 2022
Authorized Signatory for Customer

Printed Name: Tim Callanan

Title: County Manager

GAS SOUTH, LLC

3625 Cumberland Blvd, Suite 1500
Atlanta, Georgia 30339

By: [Signature] Date: Mar 3, 2022

Printed Name: David Malone

Title: Chief Sales & Marketing Officer

To report a gas leak or other emergency contact Atlanta Gas Light Company: 770-994-1946 (within metro Atlanta); 1-800-427-5483 (Toll Free outside of metro Atlanta)

Customer Account Information:

ALISON BRUTON 804 South Laurel Street Springfield GA 31329
Customer Primary Contact Name Street Address City State Zip Code
abruton@effinghamcounty.org
9127542159 Email Address
Phone Number
 landline mobile phone (check the box indicating whether landline or mobile phone number is provided)
Preferred Method of Communication Email

Need SOS
 Customer Secretary of State Control Number (SOS#) or SSN# (check the box indicating whether SOS# or SSN# is provided)

Mark Barnes 804 South Laurel Street Springfield GA 31329
Accounts Payable Contact Name Billing Address City State Zip Code
accountspayable@effinghamcounty.org
9127542159 Email Address
Phone Number
 landline mobile phone (check the box indicating whether landline or mobile phone number is provided)
Preferred Method of Communication Email



GENERAL TERMS AND CONDITIONS

1. **Governing Terms.** These General Terms and Conditions are incorporated by reference into the Agreement for Natural Gas Sales agreed to by Customer and together form a single integrated agreement between Gas South and Customer. Any inconsistency between any terms of these General Terms and Conditions and the Agreement for Natural Gas Sales executed by Customer shall be resolved in favor of the terms of the Agreement for Natural Gas Sales. The Agreement for Natural Gas Sales together with these General Terms and Conditions are referred to as "this Agreement".
2. **Sale and Purchase.** Customer shall purchase and pay for all of its natural gas requirements for the Location(s) set forth in Appendix A to the Agreement for Natural Gas Sales on the pricing and for the Term specified in the Agreement for Natural Gas Sales. The pricing and Term specified in the Agreement for Natural Gas Sales are based on the historic natural gas usage and patterns of use at each of the Locations as reported to Gas South by Atlanta Gas Light ("AGL") and Gas South anticipates supplying similar amounts during the Term of this Agreement ("Projected Usage"). If Customer's actual usage for the combined Locations varies by more than 20% over any three consecutive calendar month period ("Test Period") from the Projected Usage for such Test Period, Gas South may propose a new Agreement that includes updated pricing and an extended Term to address changes in usage patterns. If Customer does not agree to such proposed Agreement, then Gas South may require Customer to pay Gas South's losses (as reasonably calculated by Gas South) during the Test Period resulting from Customer's actual usage for the combined Locations varying from the Projected Usage by more than 20%, or may terminate this Agreement in accordance with Section 10 of this Agreement, or both. If Customer desires to purchase natural gas from Gas South at any location not set forth in Appendix A to the Agreement for Natural Gas Sales, Customer must apply for a new Agreement or an amendment to this Agreement.
3. **Delivery of Natural Gas and Transfer of Title.** Customer appoints Gas South as its agent for gas transportation with AGL, so accordingly Gas South will deliver, or cause to be delivered, Customer's requirements for natural gas to the citygate of AGL ("Delivery Point") in accordance with AGL's Tariff as filed from time to time with the Georgia Public Service Commission ("GPSC"). Gas South has no obligations, duties, responsibilities or liabilities for delivery to Customer after it delivers natural gas to AGL at the Delivery Point and AGL is solely responsible for the delivery of natural gas from the Delivery Point to each of Customer's Location(s). Title and risk of loss pass from Gas South to Customer at the Delivery Point.
4. **Billing and Payment of Charges.** After the end of each billing cycle, Gas South shall deliver to Customer a statement setting forth the charges that are due and payable in full by the due date shown on Customer's statement. Customer authorizes Gas South to prepare and Customer agrees to pay statements based upon estimates of gas usage and charges when actual meter readings are not available. Estimated statements will be limited to no more than 2 consecutive billing periods. Customer's statement may also include, (a) all applicable federal, state and local taxes and charges, (b) all AGL regulated, pass-through charges that Gas South pays to AGL, (c) all adjustments related to previous billing disputes, meter reading errors, miscalculation of taxes, charges omitted from prior bills, or other errors or omissions as current laws and regulations permit and (d) all applicable turn-on, connection and other similar charges and fees. Customer may, in good faith, dispute the correctness of Customer's statement within 6 months after the date of such statement. If Customer sends written notice to Gas South within 14 days of the date of the statement in dispute, stating the good faith reason(s) for the dispute and the amount in dispute, then Customer may withhold payment for the disputed portion during investigation by Gas South so long as Customer pays the undisputed portion; otherwise, Customer must pay the statement in full by the applicable due date. After 6 months, Customer waives its right to dispute such statement. If Gas South determines that Customer was properly billed for some or all of the disputed portion, Customer shall make full payment (with interest pursuant to Section 5 of this Agreement) within 15 days after such determination.
5. **Late Payment, Nonpayment, Disconnection and Collection.** Without limiting Gas South's rights under Sections 10 and 11 of this Agreement and in addition to all other remedies available at law or equity, if Customer does not pay the undisputed portion of a statement in full by the due date and fails to cure within 5 days' notice from Gas South demanding payment, Gas South may, in accordance with the GPSC rules and regulations to the extent applicable, disconnect Customer's natural gas supply at all Locations for which Customer's statement is past due. Unpaid amounts will accrue interest from the due date at a rate equal to the lesser of (a) 1.5% per month (or a minimum of \$10 per account) or (b) the maximum amount allowed by law. Gas South may charge a fee of the greater of (a) \$30.00 or (b) 5% of the amount of the check or order, plus the amount of any fees charged to Gas South by a bank or financial institution for any returned check, bank draft or credit card transaction not processed due to insufficient funds or credit availability. If Customer asks to be reconnected and Gas South chooses in its sole discretion to reconnect Customer, Gas South will require Customer to pay reconnection charges imposed by AGL and to provide payment for any outstanding balances including interest. Customer agrees to waive any damages alleged to occur due to a disconnection of Customer's natural gas supply. Customer agrees to be responsible for all costs incurred by Gas South to collect amounts due on Customer's account, including attorneys' fees.
6. **Deposits; Credit Checks.** Gas South reserves the right to require Customer to provide a deposit or increase an existing deposit. The total required deposit may not to exceed the amount of projected charges to Customer for the two (2) billing periods with the highest anticipated charges over the remaining Term based on Projected Usage. Gas South may require a deposit from Customer (a) as a precondition to providing service upon agreement of the parties, (b) after a Customer Default, or (c) after a material and adverse change in Customer's financial condition such that Gas South, in its sole discretion, deems itself insecure. Customer authorizes Gas South to perform credit checks. Customer must provide a deposit to Gas South within 5 days after receiving a written demand for the deposit amount from Gas South. Gas South may draw upon the deposit in connection with (a) Customer's failure to make payment when due or (b) a termination of this Agreement. Upon the expiration or termination of this Agreement, if Gas South has drawn less than the full amount of the deposit, Gas South will refund the difference to Customer within 60 days after the date Gas South ceases to be Customer's natural gas supplier. To the extent that a court rules that Gas South is a "utility" within the meaning of the Bankruptcy Code, in the event of a filing of a bankruptcy petition by or against Customer, or if Customer consents to an order for relief under the Bankruptcy Code, Customer agrees that it will consent to a deposit under 11 U.S.C. § 366 as adequate assurance of payment equal to Customer's projected charges for the 2 billing periods with the highest anticipated charges over the remaining Term based on Projected Usage. Nothing in this Agreement shall constitute an agreement by Gas South that such deposit constitutes adequate assurance of payment, and Gas South reserves all of its rights to contest such deposit as adequate as permitted by 11 U.S.C. § 366.
7. **Option to Convert to a Fixed Price Plan.** If Market Tracker Plan is selected in the Agreement for Natural Gas Sales executed by Customer, Customer may request to convert to a Fixed Price Plan at any time for a Term of Customer's choosing by contacting Gas South's account management team at renovaris@gassouth.com or 770-763-4323 and executing a new Agreement that would supersede the existing Agreement.
8. **Pricing Upon Expiration of the Term.** Upon the expiration of the Term, Customer may (a) accept new terms, pricing, and/or Term offered by Gas South, (b) take no action and continue service under this Agreement under Gas South's monthly default commercial variable rate per therm (which may be viewed on Gas South's website) and Gas South's monthly default DDDC rate per month based on Location (which is based on AGL's DDDC rate) with a month-to-month Term, or (c) send a written termination notice to Gas South in accordance with Section 9 of this Agreement.
9. **Termination at the end of the Term.** Customer or Gas South may terminate this Agreement by sending to the other party, in the case of Customer terminating, no less than 10 days' advance written notice, and in the case of Gas South terminating, no less than 25 days' advance notice. After receipt of such notice, this Agreement will remain in effect until the later of (a) the end of the Term and (b) the date that Gas South receives confirmation from AGL that service to Customer has either been disconnected at each of the Location(s) or switched to another natural gas provider. In the event of termination of this Agreement, Gas South may disconnect Customer's service effective as of the end of the Term; however, Gas South has no obligation to notify AGL to initiate a disconnection or switch and it is Customer's obligation to arrange for service from another natural gas provider.
10. **Termination for Customer Default.** Gas South may terminate this Agreement and disconnect all of Customer's Locations based on the following events (each a "Customer Default") upon giving notice to Customer: (a) Customer's rejection of a new Agreement after a material change in actual usage as provided in Section 2 of this Agreement, (b) termination, repudiation or discontinuation of service by Customer other than in accordance with Section 9 of this Agreement, (c) failure to pay any undisputed amount within 5 days of such amount becoming due or a failure to provide a deposit to Gas South when due, (d) misrepresentation during the enrollment process upon entering into this Agreement, (e) filing of petition of bankruptcy and failure of Customer to comply with the provisions of 11 U.S.C. § 366, (f) Customer makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent or (g) any other material breach by Customer of this Agreement provided that Gas South shall first give Customer 14 days to cure such material breach.
11. **Liquidated Damages.** If Gas South terminates this Agreement based on a Customer Default, Customer shall be obligated to pay Liquidated Damages (as defined below) to Gas South, in addition to any amounts due to Gas South but unpaid at the time of termination. Customer acknowledges that Gas South has made purchases and commitments and incurred costs and charges to acquire natural gas to supply Customer's requirements. As a result, Gas South will incur substantial costs and losses in connection with a Customer Default that are difficult or impractical to exactly ascertain or compute. Customer agrees that the amount of Liquidated Damages is in fact a fair and reasonable pre-estimate of the amount of actual damages that Gas South is likely to incur upon a Customer Default. Specifically, Liquidated Damages shall be equal to the sum of the Cost Component plus the Loss Component.
- A. The Cost Component is equal to (A) a fixed, pre-determined charge of \$0.05 per therm (which compensates Gas South for its estimated administrative and general costs, including third party fees such as brokerage fees, commissions and other transaction costs in connection with terminating this Agreement) multiplied by (B) Customer's Projected Usage in the months (including prorated amounts for partial months) remaining during the Term.
- B. The Loss Component is equal to the positive result of (if a negative number results, the Loss Component shall equal zero) the sum, for each month remaining in the Term (including prorated amounts for partial months), of (A) the Customer's Projected Usage for such month multiplied by the difference between (i) the contracted gas price and (ii) the per therm price of the NYMEX natural gas futures contract for such month at the time this Agreement is terminated (for the Market Tracker NYMEX, the difference between (i) and (ii) shall equal any specified adder in the Agreement for Natural Gas Sales), plus (B) all other charges to Customer that would have applied during such month (including the Interstate Pipeline Capacity Charges and Service Charges, but excluding AGL pass-through regulatory charges) calculated based on Customer's Projected Usage and number of Locations, minus the projected transportation costs for such month.
12. **Representations and Warranties.** Customer hereby represents, warrants and acknowledges that: (a) this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms, (b) there is no pending, or to its knowledge threatened against it, any legal proceedings that could materially adversely affect its ability to perform under this Agreement, (c) Gas South is not acting as a fiduciary or advisor in respect of this Agreement, (d) Customer is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of Gas South or any broker working for Gas South in so doing, and is capable of assessing the merits and risks of this Agreement, (e) any broker involved in marketing this Agreement is acting as Gas South's broker and not as a broker of Customer, (f) Gas South is a "critical supplier" under the Bankruptcy Code and Customer agrees to take action immediately after any bankruptcy filing to give Gas South critical supplier status, and (g) each transaction hereunder constitutes a "forward contract" within the meaning of the Bankruptcy Code and Gas South is a "forward contract merchant" within the meaning of the Bankruptcy Code. If Customer is a governmental entity, Customer further represents and covenants that with respect to its payment obligations and liability under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues from liability, suit, jurisdiction of court, relief by way of injunction, order for specific performance or execution or enforcement of any judgment.

13. **Limitation of Warranties and Liability.** GAS SOUTH MAKES NO REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT. GAS SOUTH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITH RESPECT TO, MERCHANTABILITY, USAGE, OR SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S REMEDY AGAINST GAS SOUTH ARISING FROM A BREACH OF THIS AGREEMENT IS LIMITED TO DIRECT AND ACTUAL DAMAGES INCURRED. CUSTOMER WAIVES ANY OTHER REMEDY, INCLUDING INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES BY STATUTE, IN TORT OR IN CONTRACT, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER THIS AGREEMENT. THE MAXIMUM LIABILITY OF GAS SOUTH TO CUSTOMER FOR ANY CLAIM WHETHER IN STATUTE, CONTRACT, TORT OR OTHERWISE SHALL BE THE GREATER OF \$1,000 OR TWO TIMES THE AMOUNT OF CUSTOMER'S AVERAGE MONTHLY CHARGE FOR NATURAL GAS THERMS. Any claim against Gas South must be presented to Gas South in writing within 6 months of the occurrence or event giving rise to the claim. Customer releases Gas South from all liability and waives all claims: (a) for Customer's use or handling of the natural gas, (b) for operations of AGL, (c) for interruptions, termination or deterioration of its delivery or other services due to actions by AGL or others, (d) for other pipeline or storage operations or resulting interruption of upstream transportation that is scheduled as firm that prevents the delivery of natural gas to the Delivery Point, (e) for personal injury or property damage and (f) presented to Gas South after the applicable 6 month time period. Customer agrees to indemnify, defend and save Gas South harmless from any and all liability, losses, damages, causes of action, lawsuits, claims, expenses, and reasonable attorneys' fees and costs of court, including death or injury to persons or property, associated with (a) natural gas sold under this Agreement after such natural gas arrives at Customer's meter at a Location or (b) Customer's equipment, machinery, devices, facilities, appliances, piping, or connections.
14. **Force Majeure.** Gas South is excused from performance and is not liable for any failure to perform under this Agreement to the extent such failure is caused by an event or circumstance that is not within its reasonable control, including without limitation acts of God, natural disasters, any governmental action, strike, labor dispute, civil unrest, war or act of terrorism, a force majeure event declared by AGL, a failure or interruption of any natural gas pipeline or distribution system and a failure of information systems. Gas South's performance is excused for the duration of any such event until circumstances permit Gas South to resume performance.
15. **Governing Law.** This Agreement will be governed by the laws of the State of Georgia, including applicable tariffs filed with and orders entered by the GPSC. The conflicts of law provisions of Georgia law shall not apply to this Agreement.
16. **Dispute Resolution (Class Action Waiver).** Any dispute between Gas South and Customer that cannot be resolved informally shall be resolved through either arbitration or Magistrate Court. Neither party may pursue resolution of any dispute in arbitration or in Magistrate Court as a representative, as a private attorney general, or as part of a class action, and Customer may not be a named or unnamed class member or representative in any such action. By signing below, the parties agree to comply with this dispute resolution (class action waiver) provision, which describes the only procedures under this Agreement for resolving a dispute. Customer may opt out of this dispute resolution (class action waiver) provision by following the instructions below. Gas South will be bound by the election to opt out. This dispute resolution agreement does not alter any substantive rights that Customer may have under state or federal law, including the right to file a complaint with the GPSC.
- Magistrate Court guidelines.** For all qualified claims or disputes brought by a party in Magistrate Court, each party hereby consents to the jurisdiction and venue of the Cobb County Magistrate Court for the resolution of any dispute respecting the rights and duties of the parties under this Agreement. If, for any reason, the dispute cannot be adjudicated in the Magistrate Court, then the claiming party must seek resolution of the dispute through arbitration.
 - Arbitration guidelines.** If Customer seeks resolution of the dispute in arbitration, Gas South will pay: (1) the arbitrator's fees and any other reasonable expenses charged by the arbitration provider, and (2) if Customer recovers an award of monetary and/or equitable relief that is greater than any offered previously in writing by Gas South to resolve the specific dispute and Customer has not disclosed to the arbitrator the relief offered previously by Gas South, Gas South shall pay Customer's reasonable attorney fees. Gas South will not be entitled to recover any fees or arbitration expenses from Customer. The arbitration hearing will be held before a nationally recognized provider of arbitration services at a location selected by Customer within Georgia. The rules of the arbitration provider will apply. Only the arbitrator, not any federal, state, or local court or agency, has the authority to determine the applicability or enforceability of this arbitration provision. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.
17. **Dispute Resolution Opt-out.** Within 30 days after entering into this Agreement, Customer may opt out of the above dispute resolution (class action waiver) provision by providing written notice to Gas South at the address provided in Section 20 of this Agreement, which contains Customer's name, address, account number, and the effective date of this Agreement. Customer's election to opt-out applies only to this Agreement. If Customer elects to opt-out of Section 16 of this Agreement in accordance with this Section 17, then with respect to any dispute between Gas South and Customer arising under this Agreement that cannot be resolved informally, each party consents to the exclusive jurisdiction of the state or federal courts located in Cobb County, Georgia, represents and warrants that it may sue or be sued in such courts (subject only to subject-matter jurisdiction of such courts), and waives any right to assert that such courts are not convenient forum or to bring an action in any other forum. The parties mutually and expressly waive their rights to jury trial.
18. **Tax Exemptions.** If Customer is exempt from federal, state or local sales or use taxes, Customer will be responsible for providing Gas South with a valid exemption certificate. Tax exemption begins on the billing cycle after Gas South receives such valid exemption certificate. Customer shall notify Gas South in writing within 14 days if its exemption certificate expires or is no longer valid. Customer is primarily and ultimately responsible to the applicable taxing authority for any sales or use taxes. Customer agrees to indemnify, defend and save Gas South harmless from any and all claims and liability to anyone whomsoever, and reasonable attorneys' fees and costs of court, arising from Customer's failure to pay sales or use taxes or Gas South's failure to collect sales or use taxes based on its reliance on an expired or otherwise invalid exemption certificate.
19. **Change in Law.** If there is a change in law, GPSC order, administrative regulation, rule, order, judicial decision, statute, or a change in an interpretation or application of any of the foregoing (collectively, a "Change in Law") and such Change in Law causes Gas South to directly or indirectly incur any capital, operating, commodity or other costs relating to the provision of services to Customer, then Gas South shall, in its sole discretion, be permitted to either (a) pass through to Customer a share of Gas South's total Change in Law costs determined in Gas South's sole discretion by dividing such total costs across all similarly situated customers and weighted by their average monthly consumption volumes or (b) terminate this Agreement by providing Customer with 25 days' advance written notice without any further liability to Customer other than charges incurred for service up until the date of such termination.
20. **Contact Information & Notices.**
- Customer Contact Information.** Customer Contact Information. By providing Gas South with a contact phone number, Customer expressly agrees that Gas South may call or text Customer at that number with general communications or service notifications related to Customer's account, including collections, or this Agreement. These calls or texts may be made using an automatic dialing system or prerecorded voice message. Wireless and text message fees may apply from Customer's carrier. Message frequency varies by account or preferences. Customer may opt-out of receiving autodialed or prerecorded calls by calling Gas South at 770-763-4323 or by responding to a text with the word STOP. If Customer texts STOP, Customer may receive an additional confirmation text acknowledging Gas South's receipt of Customer's request. Even if Customer opts out, Gas South may still continue to communicate with Customer by other means. Customer agrees to maintain up-to-date contact information with Gas South, including current phone numbers (including cell numbers, as applicable) for Customer's contact persons. If Customer's contact information changes, Customer must notify Gas South within 14 days.
 - Notices.** Any notices to be provided in writing to Gas South must be sent by U.S. mail addressed to: Gas South, LLC, 3625 Cumberland Boulevard, Suite 1500, Atlanta, GA 30339, ATTN: Commercial Account Management or to any subsequent address provided by Gas South. Customer must include Customer's Gas South account number on all correspondence or payments submitted to Gas South. Any notices to be sent to Customer in writing may be sent either by U.S. mail or by electronic means (including email or text message) to the contact information provided by Customer. Notices sent by electronic means and mail are effective when received.
21. **Verbal Recordings.** Customer agrees Gas South may electronically record and maintain all telephone conversations with Customer without any special or further notice and Customer has the consent of its agents and employees to agree on their behalf.
22. **Miscellaneous.** This Agreement is a single, integrated agreement and constitutes the entire agreement between the parties and supersedes all prior statements, agreements and negotiations, whether oral or written, related to the subject matter hereof. Customer acknowledges and agrees that, if this Agreement is solicited through a third party consultant, broker, or other agent of Customer, Customer is solely responsible for any commission or other fees charged by such third party consultant, broker or agent. Pricing under this Agreement may include any commission or similar fee payable by Gas South to any third party consultant, broker, or agent involved in the solicitation of this Agreement. Customer's payment and indemnification obligations and the dispute resolution (class action waiver) provision survive the expiration or termination of this Agreement. No affiliate of Gas South shall have any liability whatsoever for Gas South's performance, nonperformance, or delay in performance under this Agreement. If any provision of this Agreement is found to be invalid or unenforceable under applicable law, it shall be omitted from this Agreement without invalidating the remaining provisions. No waiver or release of any right under this Agreement by Gas South will be effective unless in writing and specific to such right under this Agreement. Customer may not assign this Agreement or Customer's rights hereunder without the prior written consent of Gas South. Gas South shall have the right to assign this Agreement or its obligation to sell natural gas to Customer without Customer's consent so long as the price, terms and conditions are not affected by the assignment. Neither party, without the consent of the other party, will disclose the contents of this Agreement, to any third party except to its employees, officers, directors, financial advisors, attorneys, service providers, affiliates, or lenders or to comply with a lawful subpoena or litigation discovery request, applicable law, order, or regulation. Gas South collects and uses relevant information about our customers from Customer and from third parties, including credit reporting agencies. Gas South may disclose such information to affiliates and/or contractors for the purposes of developing or offering new or enhanced products or services, or administering and/or collecting customer accounts. Gas South may also disclose such information to parties in connection with proposed business transactions, to credit agencies, or to duly authorized agencies investigating potential hazardous or illegal activity. This Agreement may be entered into and made binding by the verbal enrollment of Customer, or by Customer affixing its signature of its authorized representative physically or electronically and transmitting it to Gas South personally or electronically, or by other means of electronic confirmation approved by Gas South (each such method meaning "executed"). Terms and pricing agreed to Verbally or by Electronic Signature (whether digital or encrypted) shall serve to amend this Agreement without the necessity of executing a new Agreement. "Electronic Signature" shall mean any electronic sound, symbol, or process attached to or logically associated with a contract or other record and executed and adopted by a party with the intent to sign such contract or other record, including (but not limited to) facsimile, online or email electronic signatures. A photo static copy of this Agreement, as well as electronic communications and verbal recordings, shall be admissible in evidence and enforceable in court or other proceeding in lieu of, and without producing or accounting for, a document with original hand written signatures.

Appendix A to the Agreement for Natural Gas Sales
Locations

| Location Name | Service Address | AGL # | Type (Annual or Seasonal) | Seasonal Meter Term |
|---|---|------------|---------------------------|---------------------|
| EFFINGHAM COUNTY PRISON | 321 GA HWY 119 S, SPRINGFIELD, GA 31329 | 9786807484 | Annual | N/A |
| EFFINGHAM COUNTY BOARD OF COMMISSIONERS | 1171 GA HWY 119 N, SPRINGFIELD, GA 31329 | 3864950583 | Annual | N/A |
| EFFINGHAM COUNTY EMS 2 | 109 GOSHEN COMMERCIAL PK DR, RINCON, GA 31326 | 3440509216 | Annual | N/A |
| EFFINGHAM COUNTY HISTORIAL MUSEUM | 1002 PINE ST, SPRINGFIELD, GA 31329 | 5195860555 | Annual | N/A |
| EFFINGHAM COUNTY FLEET MAINT | 309 GA HWY 119 S, SPRINGFIELD, GA 31329 | 0245695932 | Annual | N/A |
| EFFINGHAM COUNTY EMS | 109 GOSHEN COMMERCIAL PK DR, RINCON, GA 31326 | 1251424371 | Annual | N/A |
| EFFINGHAM COUNTY BOARD OF COMMISSIONERS | 700 N PINE ST, SPRINGFIELD, GA 31329 | 5585170417 | Annual | N/A |
| EFFINGHAM COUNTY BOARD OF COMMISSIONERS | 130 W 1ST ST, SPRINGFIELD, GA 31329 | 2733815033 | Annual | N/A |
| EFFINGHAM COUNTY JAIL | 130 E 1ST ST, SPRINGFIELD, GA 31329 | 4328261118 | Annual | N/A |
| EFFINGHAM COUNTY BOARD OF COMMISSIONERS | 307 HWY 119 S, SPRINGFIELD, GA 31329 | 0024750569 | Annual | N/A |






Effingham County Board of Commissioners Gas South GA Agreement for Natural Gas

Final Audit Report

2022-03-03

| | |
|-----------------|--|
| Created: | 2022-03-03 |
| By: | Samantha Rietzel (samantha.rietzal@gassouth.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAOBalvx__BylTW2pftdTL3v7n7vgMIGV- |

"Effingham County Board of Commissioners Gas South GA Agreement for Natural Gas" History

-  Document created by Samantha Rietzel (samantha.rietzal@gassouth.com)
2022-03-03 - 4:49:49 PM GMT - IP address: 13.110.74.8
-  Document emailed to Tim Callanan (tcallanan@effinghamcounty.org) for signature
2022-03-03 - 4:50:12 PM GMT
-  Email viewed by Tim Callanan (tcallanan@effinghamcounty.org)
2022-03-03 - 5:02:31 PM GMT - IP address: 206.180.129.114
-  Document e-signed by Tim Callanan (tcallanan@effinghamcounty.org)
Signature Date: 2022-03-03 - 6:04:39 PM GMT - Time Source: server- IP address: 206.180.129.114
-  Agreement completed.
2022-03-03 - 6:04:39 PM GMT

Staff Report

Subject: Approval of RecDesk Quote #000021 for an updated software program for the Recreation Department

Author: Alison Bruton, Purchasing Agent

Department: Recreation

Meeting Date: March 15, 2022

Item Description: RecDesk Quote #000021 for an updated software program for the Recreation Department

Summary Recommendation: Staff recommends approval of RecDesk Quote #000021 for an updated software program for the Recreation Department

Executive Summary/Background:

- The Recreation Department is looking to upgrade to a system that is all inclusive, in that it offers scheduling (leagues and facilitate rentals), registration and the ability to accept credit cards. They are currently using a computer software, ALL Pro Software League Scheduler, to schedule all of our leagues, which was a CD Rom program for a one-time payment of \$150, and they have been using it for over 20 years. They have also using Sportsman SQL, made by Peak Software for their payments and registration system since May 2015 for an annual fee of \$2,264.95.
- The RecDesk system is used by other Rec Departments in the area. Screven Co., Evans Co. and Lyons, and all have recommended it.
- RecDesk offers program registration, facility scheduling, email marketing tools, financial reporting, and invoicing/billing. It also has the capability for credit card processing with no fee for The County. There are also no per-transaction costs. The first \$500,000 in transactions processed through the system are included in the base price. If more than \$500,000 worth of transactions are processed through RecDesk in a given subscription year, those in excess of \$500,000 will be assessed a .75% transaction fee. As a comparison, our largest season of baseball and softball with 1033 participants took in \$72,310.
- There would be no contract, no additional start up fees or charges for training and support. In order to get RecDesk setup and going before Sportsmen is due to be renewed in May, they offered a pro-rated rate of \$2,083 for May and June. On July 1 it would be an annual fee of \$12,500.

Alternatives for Commission to Consider

1. Approval of RecDesk Quote #000021 for an updated software program for the Recreation Department for an annual payment of \$12,500.00 and a payment of \$2,083 for May and June

2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Finance, Purchasing, Recreation, IT

Funding Source: Recreation Operating Budget

Attachments:

1. RecDesk Quote
2. Explanation from Recreation recommending RecDesk
3. Civic Plus Proposal

QUOTE



Better by Design. Simple by Nature.

Date: Feb 23, 2022
Quote # 000021

Expiration Date: 04/01/2022

RecDesk Software
300 Plaza Middlesex
Middletown, CT 06457

To Effingham County GA

Provided By: Chrisi Kemp
919-434-3263
chrisi.kemp@recdesk.com

| ITEM | DESCRIPTION | PRICE | TOTAL |
|--|--|---------------------|--------------------|
| <p>RecDesk License & Maintenance -</p> <p>** All-inclusive – no start-up costs or additional fees for training and support!</p> <p><u>Optional One Time Fees:</u></p> <p>Data Import (Households) - \$1200 Residency/Address DB - \$1200</p> <p>Annual Fee No set up and no contracts</p> <p>ProRate:</p> <p>May and June 2022 \$2083.00 July 1 2022 \$12,500.00</p> | <p>Program Registration Facility Scheduling Credit Card Processing no fee to you! Full CMS Master Calendar Email Marketing Tools Management/Check-ins Financial Reporting Invoicing/Billing Training Included Unlimited users/seats No per-transaction costs ***</p> <p>Fully Managed Hosting Automatic Upgrades 24x7 System Monitoring Application Firewall Network Load Balancing PCI Compliance Database Backups Server Backups Security updates & patches DDoS attack mitigation Backed by the power & reliability of AWS</p> <p>*** The first \$500,000 in transactions processed through the system are included in the base price above. If more than \$500,000 worth of transactions is processed through RecDesk in a given subscription year, those in excess of \$500,000 will be assessed a .75% transaction fee.</p> <p>** This quote was based on the revenue/activity questionnaire provided by a member or members of your department.</p> | <p>\$12,500.00.</p> | <p>\$12,500.00</p> |

| | |
|--------------|--------------------|
| SUBT OTAL | \$12,500.00 |
| TOTA L | \$12,500.00 USD |

Quotation prepared by Chrisi Kemp

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

Effingham County Board of Commissioners

Acceptance By: Wesley Corbitt, Chairman

Signature: _____

Date: _____

RecDesk Program Proposal

The Recreation and Sports Management Department is currently using a computer software, ALL Pro Software League Scheduler, to schedule all of our leagues. We made a one-time payment of \$150, it is a CD Rom program and have been using it for over 20 years. We are also using Sportsman SQL, made by Peak Software for our payments and registration system. We have been using Sportsman since May 2015. It has an annual fee of \$2,264.95

The Recreation Department is looking to upgrade to a system that is all inclusive, in that it offers scheduling (leagues and facilitate rentals), registration and the ability to accept credit cards, both in the office and at concession stands.

We had demos done by both CivicRec/Rec1 and RecDesk. Both programs were very similar in their capabilities and would meet our needs. However, CivicRec/Rec1 uses the CivicPlus platform that The County has used for its webpage and has had some issues. The price tag for CivicRec/Rec1 is Year 1 - \$17,713. Annual recurring services Year 2 - \$9,975 and requires a contract.

The RecDesk system is used by other Rec Departments in the area. Screven Co., Evans Co. and Lyons, and have recommended it.

RecDesk offers program registration, facility scheduling, email marketing tools, financial reporting, and invoicing/billing. RecDesk uses Munis and Tyler for its finances. It also has the capability for credit card processing with no fee for The County. There are also no per-transaction costs. The first \$500,000 in transactions processed through the system are included in the base price. If more than \$500,000 worth of transactions are processed through RecDesk in a given subscription year, those in excess of \$500,000 will be assessed a .75% transaction fee. As a comparison baseball and softball, our largest season with 1033 participants, took in \$72,310.

On the tech side, they have fully managed hosting, automatic upgrades, 24/7 system monitoring, application firewall, database and server backups, security updates, DDoS attack mitigation and backed by AWS. Any standard USB triple-track magnetic card reader should work fine with RecDesk. It must be a reader that supports **Keyboard Emulation (KBE)**. RecDesk also offers unlimited users. The Sportsman program and League Scheduler that we are currently using has a limit of four users at a time. RecDesk integrates with Sendgrid to send bulk email campaigns.

There would be no contract, no additional start up fees or charges for training and support. In order to get RecDesk setup and going before Sportsmen is due to be renewed in May, they offered a pro-rated rate of \$2083 for May and June. On July 1 it would be an annual fee of \$12,500.



CivicPlus

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

Quote #: Q-22702-1
Date: 2/17/2022 4:48 PM
Expires On: 3/31/2022
Product: CivicRec

Client:
 Effingham County GA - CivicRec

Bill To:
 Effingham County GA - CivicRec

| SALESPERSON | Phone | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|-------------|--------------------|---------------------|-----------------|----------------|
| Craig Roach | x(785) 222-4985 | roach@civicplus.com | | Net 30 |

CivicRec - Statement of Work

| QTY | Product Name | DESCRIPTION | PRODUCT TYPE |
|------|--|---|--------------|
| 1.00 | CivicRec Annual Fee | CivicRec Annual Fee | Renewable |
| 1.00 | CivicRec Standard | Standard package -Project Coordination -Branded Public Portal -Help Center Access | One-time |
| 3.00 | CivicRec Virtual Training (Half Day Block) | Training (Virtual) - half day, up to 4 hours | One-time |
| 1.00 | Document Management | Document Management Module: Enabled to allow customers to upload documents and staff to manage records. | Renewable |
| 1.00 | CivicRec Pay - Forte | CivicRec Pay - Forte | |
| 1.00 | CivicRec Pay Annual Fee - Forte | CivicRec Pay Annual maintenance and support fee | Renewable |
| 1.00 | CivicRec Pay Implementation - Forte | Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support. | One-time |
| 1.00 | CivicRec Lighting Integration | CivicRec can schedule lighting at ball fields that are controlled by Skylogix or Musco lighting systems. | One-time |

| | |
|------------------------------------|---------------|
| List Price - Year 1 Total | USD 20,713.00 |
| Total Investment - Year 1 | USD 17,713.00 |
| Annual Recurring Services - Year 2 | USD 9,975.00 |

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby

attached as the CivicRec Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 Fees shall be invoiced as follows:
 - a. Upon signing of this SOW – one half (50%) of the Total Investment - Year 1 Fees;
 - b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total Investment - Year 1 Fees.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. The Client's Annual Recurring Services Fees agreed upon herein are based on Client processing up to USD 200,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.
6. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.
7. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus

does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

8. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.
9. Client is solely responsible for the updating and accuracy of their public-facing privacy policy.
10. Client acknowledges that any forms to be used in Document Management must be created in Document Management, and such forms cannot be unencrypted or exported to un-encrypted modules.
11. Client shall complete a Privacy Impact Statement (PIA), which shall detail Client's privacy practices and policies surrounding the use of, and any data stored within or collected by Document Management. Client further warrants appropriate employees have been adequately trained on the use and deployment of Document Management.
12. Client and CivicPlus each jointly acknowledge that for the duration of this SOW, CivicPlus shall serve as the "Data Custodian" and is solely responsible for the Security Controls, including safe custody, transport and storage of data and Client shall serve as the "Data Owner", and is solely responsible for the Operational and Privacy Specific Controls, including data collection, content, context, and use. Notwithstanding the foregoing, Client acknowledges that CivicPlus cannot detect or prevent unauthorized individuals accessing any CivicPlus system through use of valid log-in credentials as set up by Client. Client has sole responsibility for maintaining the security of such log-in credentials and assigning and defining roles and permission to each individual end-user.
13. Client acknowledges that due to the nature of the encryption employed in Document Management, CivicPlus staff are unable to access any data submitted or stored within Document Management.
14. Client understands and agrees that Document Management is not intended to collect or store any credit card information, or related identifiable or financial information and that Client shall not collect or store any such information in Document Management. For the sake of clarity, Document Management is not PCI DSS or HIPAA compliant, and Client shall not use it for PCI DSS or HIPAA purposes.

Signature Page to Follow

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

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

Client
By:

Name:

Title:

Date:

CivicPlus
By:

Name:

Title:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization URL

Street Address

Address 2

City State Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact E-Mail

Phone Ext. Fax

Billing Address

Address 2

City State Postal Code

Tax ID # Sales Tax Exempt #

Billing Terms Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact Email

Phone Ext. Fax

Project Contact Email

Phone Ext. Fax

Staff Report

Subject: Approval of Quote from Toast, Inc. for the software and equipment to allow Recreation to accept credit card payments at concession stands

Author: Alison Bruton, Purchasing Agent

Department: Recreation

Meeting Date: March 15, 2022

Item Description: Approval of Quote from Toast, Inc.

Summary Recommendation: Staff recommends approval of the Quote from Toast, Inc. for the software and equipment to allow Recreation to accept credit card payments at concession stands.

Executive Summary/Background:

- Toast is a payment processing system that is going to replace what we currently have for recreation concessions. We had built POS terminals to use Point & Pay credit card processing that the rest of the county uses but the process was so difficult that no one ever used it. Currently concessions are a cash only operation, which makes it difficult for parents and kids at sporting events.
- Toast will allow them to take credit card payments or cash payments. It integrates the cash drawer into the system and will print receipts for the customers. This will also have a “kitchen” display so that orders can be processed and prepped as they come in. It has a customer facing display and payment point so that the customer can see their order and make their payment with their card without having to hand it to someone. This promotes security of the cards.
- The system is able to generate reports so that staff can see daily transactions and totals. This gives them the ability to plan and order supplies appropriately. Having the integrated cash drawer allows for better tracking and management of cash and allows for easier reconciling the till at the end of the day.
- This quote is for the Clarence Morgan Complex and staff has plans to add this system to other concession stands as well.

Alternatives for Commission to Consider

1. Approval of Quote from Toast, Inc. for the software and equipment to allow Recreation to accept credit card payments at concession stands for a one-time payment of \$2,892.80 and a recurring fee of \$133.00
2. Take no action

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Finance, County Manager, Purchasing

Funding Source: Recreation Operating Budget

Attachments: Quote from Toast, Inc.



Quote

Mark Barnes
mbarnes@effinghamcounty.org

John Roppelt
john.roppelt@toasttab.com

Clarence Morgan Complex
1750 Georgia 21
Springfield, GA 31329
United States

Toast, Inc.
401 Park Drive
Boston, MA 02215
United States

HARDWARE

| Product Name | List Price | QTY | | | Additional Discount | Total Price |
|--|------------|-----|--|--|---------------------|-------------|
| Toast Flex for Guest (wedge) with MSR, Toast Tap (On Counter), Toast Printer, Cash Drawer Bundle | \$1,299.00 | 1 | | | 30% | \$909.30 |
| Toast Flex for Kitchen (On Stand) | \$699.00 | 1 | | | 30% | \$489.30 |
| Meraki Z3 Router | \$275.00 | 1 | | | 50% | \$137.50 |
| TP-Link 16 Port Switch | \$85.00 | 1 | | | 50% | \$42.50 |

| | | | | | | |
|-----------------|--|--|--|--|--|-------------------|
| SUBTOTAL | | | | | | \$1,578.60 |
|-----------------|--|--|--|--|--|-------------------|

POS SOFTWARE

SOFTWARE

| Product Name | List Price | QTY | | | Additional Discount | Total Price |
|--------------------------------------|------------|-----|--|--|---------------------|-------------|
| Online Ordering Monthly Subscription | \$75.00 | 1 | | | 30% | \$52.50 |
| Toast TakeOut Subscription | \$0.00 | 1 | | | | \$0.00 |

| | |
|-----------------|----------------|
| SUBTOTAL | \$52.50 |
|-----------------|----------------|

TABLET SOFTWARE

| Product Name | List Price | QTY | | | Additional Discount | Total Price |
|---|------------|-----|--|--|---------------------|-------------|
| Software Monthly Subscription | \$90.00 | 1 | | | 30% | \$63.00 |
| Kitchen Display Screen Monthly Subscription | \$25.00 | 1 | | | 30% | \$17.50 |

| | |
|-----------------|----------------|
| SUBTOTAL | \$80.50 |
|-----------------|----------------|

| | |
|-----------------|-----------------|
| SUBTOTAL | \$133.00 |
|-----------------|-----------------|

INSTALLATION

| Product Name | List Price | QTY | | | Additional Discount | Total Price |
|--------------------------------------|------------|-----|--|--|---------------------|-------------|
| Core Implementation - 1 to 2 Tablets | \$849.00 | 1 | | | 50% | \$424.50 |

Access to Onboarding Specialist
 Hardware Installation Walk Through
 Configuration
 Menu Build (not customer facing;
 template required)
 Menu review with customer (2 hours)
 Remote trainings
 60 min - Staff
 90 min - Managers
 Go Live Support (4 hours)
 Access to extensive catalogue of Toast
 Setup support and Training materials
 Also available for Toast Now Customers

| | | | | | | |
|--|------------|---|--|--|-----|----------|
| Additional On Site Toast Contractor | \$1,000.00 | 1 | | | 50% | \$500.00 |
| 8 hours of onsite labor Up to 10 terminal installs Manager or Staff training | | | | | | |

| | |
|-----------------|-----------------|
| SUBTOTAL | \$924.50 |
|-----------------|-----------------|

| | |
|--------------------------|------------|
| One Time Charge: | \$2,892.80 |
| Recurring Charge: | \$133.00 |

0% FINANCING AVAILABLE UPON APPROVAL

Do you have any questions / concerns about upfront costs? Our popular 0% financing option allows you to make manageable monthly payments and keep cash in your pocket upfront. You could finance the whole system (hardware and software) for as low as \$213.36/month.

[APPLY NOW FOR 0% FINANCING](#)



Quote



TOAST MERCHANT AGREEMENT INITIAL ORDER FORM

| Software Subscription Total: | Hardware & Implementation Totals: |
|---|---|
| Software Subscription: \$ | Total Hardware Cost ⁽²⁾ : \$ |
| Software Billing Method: | Total Implementation Cost ⁽²⁾ : \$ |
| Contract Start Date ⁽¹⁾ : Initial Term: | Payment Terms: |
| (1) Software billing for point of sale Software shall commence on the earlier of (i) Contract Start Date which is defined as ____ days from the Effective Date of this Order and (ii) the Go-Live Date. | Product Lifetime Policy: Toast products are subject to our Product Lifetime Policy. For details, read |
| | (2) Totals above do not include taxes or shipping costs. Prices are estimates and subject to change. Additional fees may apply for cancelations and for services outside M-F, 7am-9pm local time, for more details see: |

(Non-Refundable) Deposit

| | | |
|-----------------------|---|-------------------|
| Total Deposit Amount: | Deposit Payment Method: | ACH Account Type: |
| | Card number (for deposit payment only): | Exp: |
| | Type: | |

Non-refundable deposit: This deposit is non-refundable and is due upon execution of this form.

CREDIT CARD PROCESSING RATES

VISA / MASTERCARD / DISCOVER

| | |
|---|-------------------------|
| Pricing Structure: | Monthly Processing Fee: |
| Card-Present Credit Card Rate (Swiped): | % + \$ |
| Card-Not-Present Credit Card Rate (Keyed): | % + \$ |
| Pricing Conditions: Toast pricing for VISA, MasterCard, and Discover rates are valid only for merchants located in the United States. Your participation in Toast payment processing is further subject to the Standard Terms and Conditions, which can be found at | |

AMERICAN EXPRESS

| | |
|------------------------------------|---------------------------------------|
| AMEX Processing Type: | Estimated Annual AMEX Volume: |
| Do you want to accept AMEX: | Do you have an existing AMEX account: |
| | Existing AMEX Merchant ID: |
| Card-Present AMEX Fee (Swiped): | % + \$ |
| Card-Not-Present AMEX Fee (Keyed): | % + \$ |



MERCHANT APPLICATION

Restaurant Location Information

| | | |
|------------------------------|--------|---------------------------|
| Restaurant Name (DBA): | | |
| Restaurant Location Address: | | |
| City: | State: | ZIP Code: |
| Phone: | Fax: | Email: |
| New or Existing Business? | | Restaurant Category: |
| Annual Card Volume: \$ | | Average Ticket Amount: \$ |

Business Legal Information

| | |
|---|----------------------|
| Federal Tax ID/EIN (9 digits, no dash): | Number of Locations: |
| Business Legal Name: | |
| Registered Legal Address (if different from Restaurant Location address): | |
| City: | State: ZIP Code: |
| Date Business Commenced: | Ownership Type: |

Owner Information

| | | |
|---------------|-------------------|---------------------------------------|
| First Name: | Last Name: | Percent of Ownership ⁽³⁾ : |
| Title: | Date of Birth: | |
| Phone: | Email: | |
| Home Address: | Years at Address: | SSN: |
| City: | Driver's License: | Issuing State: |
| State: | ZIP Code: | Issued Date: Exp. Date: |



Primary Contact for Toast Implementation

| | | |
|------------------------|-------------|------------|
| Same as Owner Contact? | First Name: | Last Name: |
| Title: | Phone: | Email: |

Finance Contact

| | | |
|------------------------|-------------|------------|
| Same as Owner Contact? | First Name: | Last Name: |
| Phone: | Email: | |

Secondary Owner Contact Information (if applicable):

| | | |
|---------------|----------------|---------------------------------------|
| First Name: | Last Name: | Percent of Ownership ⁽³⁾ : |
| Home Address: | City: | State: |
| ZIP Code: | Date of Birth: | SSN: |

(3) Ownership details must be provided for each individual or legal entity owner with a 25% or greater ownership interest. Total percent of ownership on this agreement must total over 50%. Please attach an Additional Owner Addendum, if necessary, to complete this requirement. Each owner authorizes Toast to obtain and to review third party credit bureau reports on such owner.

Merchant understands and acknowledges that:

One "day" of implementation services shall be equal to 8 hours of service. Implementation services shall be delivered anytime between the hours of 7am and 9pm local time, Monday - Friday ("Toast Standard Hours"). Any additional hours per day, or hours outside of Toast Standard Hours, shall require Merchant to pay additional fees at the then current rate for the total amount of hours and number of technicians necessary to complete implementation. All services and fees shall be in accordance with

Toast does not provide cabling services and the estimates provided above do not include cabling costs. If cabling is required Toast may recommend a local partner. More information can be found in the Toast Site Readiness Guide

After scheduling service appointments (menu review, installation, training or go-live support), Merchant shall have until 7 days before the scheduled date to cancel the service appointment. Canceling within 7 days of the service appointment will result in Merchant being assessed a service fee for each day canceled in accordance with



Banking Information / Voided Check

| | |
|-----------------|-----------------------|
| Bank Name: | Account Type: |
| Routing Number: | DDA / Account Number: |

Merchant hereby authorizes Toast and its designated agents and representative, to initiate credits and debits, as applicable, to the bank account listed above or such substitute bank account as Merchant may designate ("Bank Account") through the automated clearing house ("ACH") network. Toast and its designated agents and representatives will initiate credits and debits to the Bank Account in accordance with the Agreement. This authority will remain in effect until five (5) business days after Toast receives written notice from Merchant of its change of Bank Account. Merchant will at all times maintain sufficient funds on deposit in the Bank Account for the debiting of amounts owed under the Agreement. If there are insufficient funds in the Bank Account to satisfy any amounts owed Toast, Merchant shall immediately send Toast such amounts upon demand. If the account information provided above changes at any time, Merchant will provide the current account information to Toast within five (5) business days. Neither Toast nor its designated agents and representatives shall be liable to Merchant for any delays in receipt of funds or errors in credit entries caused by third parties, including but not limited to, a clearinghouse, Merchant's financial institution, or any agent of Merchant. Merchant is solely liable for all fees and all overdrafts, regardless of cause. Toast shall have the unlimited right to debit without prior notice, any Bank Account containing funds for the purpose of satisfying any liability incurred on behalf of Merchant and any amounts owed to Toast under this Agreement. A fee of \$50.00 may be imposed by Toast for all rejected ACH transactions. Merchant agrees to comply with the operating rules and guidelines of the National ACH Association and the laws of the United States, as in effect from time to time with respect to ACH transactions.

(PLEASE ATTACH A CLEARLY LEGIBLE PICTURE OF A VOIDED CHECK)

Voided check or another form of routing & account number verification is required.

TERMS AND CONDITIONS AGREEMENT ACKNOWLEDGEMENT

USA PATRIOT ACT NOTICE AND INFORMATION COLLECTION To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to, obtain, verify and record information that identifies each person (individual or business) that opens an account. Toast collects this information on behalf of its financial institution partners. For this reason, Toast requests your name, address, date of birth and social security number. Toast also requests information about your company. This allows Toast to identify Merchant and its owners. Toast may also ask for your driver's license or other identifying documents and information. Each owner, control person, and/or officer/manager listed herein understands Toast may obtain and review information from consumer reporting agencies and/or other informational searches on such individual from time to time to validate the authenticity of information provided and conduct criminal background checks.

This Merchant Agreement (this "Agreement") is between Toast, Inc., a Delaware corporation with offices at 401 Park Drive, STE 801, Boston, MA 02215 ("Toast"), and the company listed above ("Merchant"). This Agreement includes, collectively, (1) this Order Form, and (2) the Standard Terms and Conditions available at

. Merchant acknowledges the receipt of this Agreement. All capitalized, undefined terms used in this Agreement shall have the meaning set forth in the Standard Terms and Conditions. Merchant has read, understands, and agrees to be bound by this Agreement, as may be amended from time to time in accordance therewith. Merchant acknowledges that this Agreement is a fundamental part of the parties' agreement without which Toast would not provide services to Merchant. Merchant can request a copy of the Standard Terms and Conditions at any time by contacting a Customer Service Representative at [617682-0225](tel:617682-0225) or support@toasttab.com.

SIGNATURE

| | |
|---------------------|---|
| Merchant Legal Name | Authorized Signer Name (please print) |
| Signature | Title Date |



Special Terms:

Staff Report

Subject: Location Agreement (Fourth District)
Author: Teresa Concannon, Planning & Zoning Manager
Department: Development Services
Meeting Date: March 15, 2022
Item Description: Consideration to approve a Location Agreement for Randy Smoak to hold a “Night of Praise” event on Sunday, July 3, 2022, at the Effingham County Courthouse. Located at 700 N. Pine St., in Springfield. **Map# S101 Parcel# 21**

Summary Recommendation:

Staff recommends approval for a Location Agreement for a “Night of Praise” event on Sunday, July 3, 2022, from 7pm – 9pm, at the Effingham County Courthouse, at 700 N. Pine St., in Springfield, with stipulations.

Executive Summary/Background:

- The “Night of Praise” event will involve performances of patriotic music.
- Preparation for the event will occur on Sunday, July 3, and will involve sound engineering setup and stage decoration, as well as roping off set-up areas, preparing the seating area, and blocking the road.
- Attendees will bring their own seating and refreshments.
- Restroom facilities are not provided.
- The applicant requests access to a power source.

Alternatives for Commission to Consider

1 - Approve request for a Location Agreement for a “Night of Praise” event on Sunday, July 3, 2022, from 7pm – 9pm, at the Effingham County Courthouse, at 700 N. Pine St., with the following stipulations:

1. Coordinate with City of Springfield for road closure approval.
2. Provide clean up services after the event.
3. Provide power source if county facilities are not approved.

2 - Deny request for a Location Agreement for a “Night of Praise” event on Sunday, July 3, 2022, at the Effingham County Courthouse, at 700 N. Pine St.

Recommended Alternative: #1

Other Alternatives: #2

Department Review: Development Services

Funding Source: N/A

Attachments:

1. Location Agreement
2. Letter from Applicant
3. Site plan

To Ms. Johnson and Fellow Board of Commissioners,

Thank you for your time in considering this request. I have done these "Night of Praises" before, during my last church at Effingham Baptist Church during Christmas and they turned out to be very successful. I would like to adventure out again by using the new Effingham Court House back porch as a stage for a 4th of July "Night of Praise" presentation on Sunday, July 3.

This event would include approximately 10 songs with an M/C speaking between songs, all which would be patriotic to our God and country. I would not involve the building and grounds till that day for preparation. Preparation would include but not limited to sound engineering setup (soundboard, speakers 4, microphones, probably with 2 10 x 10 canopies), and some type of plants and flower arrangement on stage for a decorative backdrop.

The show would start at 7:00 or 7:30 and last 1.5 hours. People are to bring their own seating. There will be no selling, buying of anything, no alcohol, or political agendas of any sort, strictly an hour and a half of free entertainment and worship. I would like to have a power source for sound, trashcans available to eliminate scattered debris, and possibly some deputies on hand for security if possible.

If the weather turns fowl in the last minutes, the event will be cancelled. I have much planning for this event, to be a Positive moment in our community. Thank you all for this consideration.

Randy Smoak, 912-596-9135

LOCATION AGREEMENT

This Location Agreement (hereinafter referred to as "Agreement") is made and entered into by and between Randy Smoak and Effingham County Board of Commissioners (hereinafter referred to as "County").

WHEREAS, County owns the building located 700 N. Pine Street, Springfield,, (hereinafter referred to as the "Site"); and

WHEREAS, Randy Smoak wishes to utilize the Site for the purpose of a "Night of Praise" event and

Randy Smoak
WHEREAS, the Parties wish to set forth the terms and conditions upon which ~~NES~~ shall be permitted to utilize the Site for its Show; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and in order to obtain the mutual benefits provided hereunder, the Parties hereto agree as follows:

1. **Grant and Release.** The County owns the Site and hereby grants Randy Smoak permission to use the Site in the manner and during the term hereinafter specified. Randy Smoak accepts the Site "as is" and waives all objections or causes of action due to defects therein, whether or not such defects are apparent. Randy Smoak releases County from any and all claims, demands, or causes of action which Randy Smoak, its successors, assigns and licensees may now have or hereafter acquire for damage or injury to its property, employees, and agents due to defects in the Site. ~~NES~~ Randy Smoak further agree to indemnify and hold County harmless for any injury to Randy Smoak, employees and agents while on the Site.

Randy Smoak
2. **Term.** ~~NES~~ shall have use of the Site on July 3, 2022 from the hours of 11am to 11pm (hereinafter called the term of this agreement). The use of the Site shall not be longer than 12 hours. Randy Smoak shall have no right at any other time to use the Site for its Show or any other purpose. However, the parties may alter the date and/or time by agreement in writing.

3. **Payment.** Randy Smoak shall pay \$ 25 for the use of the Site. This fee shall only provide for the use of the Site and for no other purposes, acts, or duties.

4. **Restrictions on Use.** Randy Smoak's permission to conduct its Show at the Site shall extend only to those activities described herein and Randy Smoak agrees to the following conditions and limitations:

(a) Preparation for its Show and cleanup of the Site following its Show shall be the sole responsibility of Randy Smoak. Randy Smoak agrees that it will, following its use of the site, and before leaving the Site, restore same to as good a condition as existed prior to such use by ~~NES~~ Randy Smoak.

(b) Randy Smoak shall not cause or permit any illegal activity to be conducted upon the Site.

- (c) Randy Smoak shall make no changes or alterations to the Site without prior written consent of the County. Randy Smoak shall be responsible for any damages to the Site resulting from use or occupancy thereof by itself, its agents, servants, or invitees and shall repair any damage to the Site prior to vacating the Site.
- (d) Randy Smoak may put up appropriate props and scenery at the Site, however, all props and scenery must be put up in such a manner that no damage will be caused to the Site.

5. Protection Against Accident to Employees and the Public.

Randy Smoak shall at all times exercise reasonable precautions for the safety of County employees and others on or near the Site and shall comply with all applicable provisions of Federal, State, County, and Municipal safety laws.

6. Laws and Ordinances.

Randy Smoak shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect Randy Smoak or the work, and shall indemnify and hold harmless the County against any claim arising from the violation of any such laws, ordinances and regulations whether by Randy Smoak or its employees or agents.

7. Indemnification.

Randy Smoak shall defend, indemnify, and hold harmless the County and its officers, agents, and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses, occurring in any way or by any cause as a result of the use of the Site by Randy Smoak arising out of or resulting from the performance of this Agreement caused by the negligent act or omission of Randy Smoak, its officers, agents, employees, subcontractors or invitees or any other person involved in any way with the activity of Randy Smoak on the Site.

8. Responsibility for damages.

In addition to the Indemnification provisions of the preceding paragraph, and without limitation thereto, Randy Smoak shall be responsible for any and all damage related in any manner to its use of the Site.

9. Assignment and Subletting.

Randy Smoak shall not assign or sublet this Agreement.

10. Termination.

After notification by County to Randy Smoak of violations of any the provisions set forth in this Agreement, Randy Smoak shall remedy the violation and/or prevent its reoccurrence. Randy Smoak agree that in the event it fails, without delay, to remedy a violation or if they allow a violation to reoccur, the County may immediately terminate this agreement. In the event of such termination, Randy Smoak shall immediately proceed to vacate the Site and return it to its condition prior to Randy Smoak use. Randy Smoak agree that its failure to do so shall be deemed a criminal trespass.

11. **Venue.** The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Effingham County, Georgia.

12. **Misc.** In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity of enforceability of any other provision hereof. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Georgia. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall comprise but a single instrument. No consent or waiver, expressed or implied, by a party to any breach or default by any other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default in the performance by such other party of any other obligations of such party of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of the rights thereof under this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Agreement to be executed by their duly authorized representatives, under the seal as of the day and year above written.

Effingham County Board of Commissioners:

Wesley M. Corbitt, Chairman

ATTEST:

Stephanie D. Johnson, County Clerk

Date: _____

Applicant:

By: _____

Its: _____

Date: _____

STAGE AREA

ROPED OFF AREA; ROAD CLOSURE

SEATING



Staff Report

Subject: GEMA State Homeland Security Program (SHSP) Grant
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 3/15/22

Item Description: Consideration to submit an application for a GEMA State Homeland Security Program (SHSP) Grant.

Summary Recommendation:

Staff is requesting approval to submit an application for a GEMA State Homeland Security Program (SHSP) Grant.

Executive Summary:

The Homeland Security Grant Program supports the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. The HSGP supports the Quadrennial Homeland Security Review Mission to Strengthen National Preparedness and Resilience. HSGP funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas. At least eighty percent (80%) of funds must be passed through to local or tribal units of government. At least twenty-five percent (25%) of the overall HSGP funds received by the state must be dedicated towards law enforcement terrorism prevention activities (LETPA).

Funding for this program is provided to Georgia Emergency Management and Homeland Security Agency (GEMA/HS). GEMA/HS is the state Administrative Authority for this program. Funding is provided by the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Programs Directorate (GPD)

Background:

1. The grant process is competitive.
2. There is no cost share requirement and grant estimates are as follows:

| Sheriff Courthouse Item | Item Cost | Quantity | Total |
|---|-----------|----------|---------------------|
| IP Dome Camera w Night Vision - Vivotek | \$ 179.00 | 42 | \$ 7,518.00 |
| IP Bullet Camera Outdoors with IR - Vivotek | \$ 229.00 | 6 | \$ 1,374.00 |
| Gigabit POE 24 port switches - Cisco | \$ 649.00 | 4 | \$ 2,596.00 |
| Cat 5E Network Cable Pulls | \$ 200.00 | 48 | \$ 9,600.00 |
| NVR with OS | \$ 950.00 | 4 | \$ 3,800.00 |
| 8 Tb Hard Drives | \$ 239.00 | 8 | \$ 1,912.00 |
| GRAND TOTAL | | | \$ 26,800.00 |

3. Application deadline is April 1, 2022.

Alternatives for Commission to Consider:

- 1. Approve a GEMA SHSP grant application submittal.
- 2. Do not approve a GEMA SHSP grant application submittal.
- 3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve a GEMA SHSP grant application submittal.

Other Alternatives:

N/A

Department Review: *(list departments)*

Sheriff's Office

Funding Source:

No cost share requirement

Attachments:

GEMA SHSP Grant Information

Application period for Homeland Security Grant Program opens Feb.

14

FEBRUARY 01, 2022

(ATLANTA) – The Georgia Emergency Management and Homeland Security Agency announces the opening of the application period for the Homeland Security Grant Program Monday, February 14.

The purpose of the Fiscal Year 2022 HSGP grant is to provide funds to eligible entities to support state, local, tribal and territorial efforts to prevent terrorism and other catastrophic events, and to prepare the nation for the threats and hazards that pose the greatest risk to the security of the United States. The deadline to apply for the grant is April 1, 2022.

“Our community continues to handle ever-increasing threats in areas such as cyber security, active shooters and terroristic attacks,” said GEMA/HS Director Chris Stallings. “The Homeland Security Grant Program allows agencies the opportunity to obtain funding for assistance in potentially eliminating their dealings with these threats.”

Georgia agencies are eligible for funds in the following FY 2022 grant programs:

State Homeland Security Program (SHSP): SHSP assists state, local, tribal and territorial efforts to build, sustain and deliver the capabilities necessary to prevent, prepare for, protect against and respond to acts of terrorism. For example, SHSP funds can be utilized for enhancing cybersecurity and intelligence and information sharing through cybersecurity risk assessments, training and planning.

Urban Area Security Initiative (UASI): UASI assists high-threat, high-density urban areas efforts to build, sustain and deliver the capabilities necessary to prevent, prepare for, protect against and respond to acts of terrorism. UASI funds can be used in part, for physical security enhancement for the protection of soft targets/crowded places by funding things like operational overtime, security cameras and security screening equipment.

Applications will only be accepted on-line via the **Georgia EMGrantsPro Manager (<https://ga.emgrants.com/index.cfm>)**. GEMA/HS is the state Administrative Authority for this program. Applicants needing grant support should contact the GEMA/HS Preparedness Grants Department at (404) 635-7095, or by email at **hsgrants@gema.ga.gov** (**<mailto:hsgrants@gema.ga.gov>**).

###

As part of the Office of the Governor, the Georgia Emergency Management and Homeland Security Agency collaborates with local, state and federal governments in partnership with private sector and non-governmental organizations to protect life and property against man-made and natural emergencies. GEMA/HS's *Ready Georgia* website and preparedness campaign provides Georgians with the knowledge needed to effectively prepare for disasters. Go to **gema.georgia.gov/plan-prepare/ready-georgia** (**<https://gema.georgia.gov/plan-prepare/ready-georgia>**) for information on developing a custom emergency plan and Ready kit.

Staff Report

Subject: AKC Pet Disaster Relief Grant
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 3/15/22

Item Description: Consideration to submit a grant application to the American Kennel Club Companion Animal Recovery Corporation (AKC Reunite) Canine Support and Relief Fund.

Summary Recommendation:

Staff is requesting approval to submit a grant application to the American Kennel Club Companion Animal Recovery Corporation (AKC Reunite) Canine Support and Relief Fund.

Executive Summary:

AKC Reunite, through its Canine Support and Relief Fund, coordinates contributions and funds to donate AKC Pet Disaster Relief Units (“Units”) to qualified organizations and government units and instrumentalities. These Units are intended to be used to provide co-location for the pets and service animals of people evacuating emergency situations, in accordance with the federal PETS Act of 2006. Each Unit comprises a 16 ft. x 7 ft. two-axle trailer with many of the materials necessary to set up an emergency shelter for fifty or more pets and service animals. Deployment of these trailers helps municipalities provide its citizens co-location shelters, a safe place where people and pets can remain together in the event of an evacuation.

Background:

1. Each trailer unit is valued at \$22,000.
2. The grant is competitive.
3. No cost share requirement.
4. Application deadline is March 21, 2022.

Alternatives for Commission to Consider:

1. Approve to submit a grant application to AKC Reunite.
2. Do not approve to submit a grant application to AKC Reunite.
3. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve to submit a grant application to AKC Reunite.

Other Alternatives:

N/A

Department Review: *(list departments)*

Effingham County Animal Shelter
Effingham County Emergency Management

Funding Source:

No cost share requirement

Attachments:

AKC Reunite Grant Guidelines and Application



CANINE SUPPORT AND RELIEF FUND AKC PET DISASTER RELIEF GRANT GUIDELINES AND APPLICATION

AKC PET DISASTER RELIEF

AKC Reunite, through its Canine Support and Relief Fund, coordinates contributions and funds to donate AKC Pet Disaster Relief Units (“Units”) to qualified organizations and government units and instrumentalities. These Units are intended to be used to provide co-location for the pets and service animals of people evacuating emergency situations, in accordance with the federal PETS Act of 2006. Each Unit comprises a 16 ft. x 7 ft. two-axle trailer with many of the materials necessary to set up an emergency shelter for fifty or more pets and service animals.

APPLICATION OVERVIEW:

- Applicant must be a 501(c)(3) tax-exempt organization whose mission includes animal-related disaster relief activities, directly related to companion animals and service animals, in accordance with the federal PETS Act of 2006. Alternatively, applicant may be a government unit or instrumentality.
- Applicant must work with an American Kennel Club (“AKC”) member or licensed club(s) to raise funds for the Unit.
- The current typical cost of each Unit is approximately \$22,000. Once the sponsoring Local AKC club(s) have raised at least \$12,000, AKC Reunite will allocate and supplement the additional funding to fully fund the trailer using National donations from AKC Parent Clubs and its own funding. These amounts are subject to change. If your Club or group of Clubs wants exclusive sponsorship of the trailer, a donation of \$19,500 is required. All trailers are delivered with AKC Reunite logos and the AKC Pet Disaster Relief masthead. Club and other logos will be featured for funding of \$1,000 or greater toward a trailer according to the logo schedule.
- After sufficient funds for the purchase of the Unit have been raised, the application has been approved, and AKC Reunite and the recipient organization have entered into an AKC Pet Disaster Relief Unit Agreement, arrangements will be made to order and deliver a Unit to the recipient organization.

Applications for funding are considered without regard to race, gender, disability, religion, ethnicity, age or sexual orientation.

APPLICATION INSTRUCTIONS:

- Applications must be in writing on the designated form or in the approximate format provided. Do not remove or omit any of the application’s questions. If a question is not applicable to your organization, please answer with N/A.

- To apply, submit the following application in a hard-copy format (Sections A, B, C and D) Emailed versions are acceptable in portable document format (PDF) form only. Do not fax the grant application.
- Retain one copy of the application for your records. Multiple copies, videotapes or other attachments will not be accepted.
- Do not bind the application with staples or folders or put into binders, as we must be able to separate and copy the application. Paper clips and binder clips are permitted.
- You will be contacted by telephone or email if there are any discrepancies or concerns regarding the application.
- Recipients will receive a Grant Follow Up Form which must be completed and returned in accordance with the AKC Pet Disaster Relief Unit Agreement.

Applications can be sent to:

**Megan Ault – Grant Administrator
AKC Reunite
8051 Arco Corporate Drive, Suite 200
Raleigh, NC 27617**

Megan.ault@akcreunite.org phone: 919-816-3642

OTHER REQUIREMENTS

1. Applicant must be a 501(c)(3) tax-exempt organization whose mission includes animal-related disaster relief activities, directly related to companion animals and service animals, in accordance with the federal PETS Act of 2006. Alternatively, an applicant may be a government unit or instrumentality.
2. Applicant must be ready, willing, able, trained and authorized to provide an emergency shelter for pets and service animals displaced due to natural or man-made emergencies or disasters.
3. An AKC member or licensed club must sponsor the application and raise funds to be complemented by funds from AKC Reunite for purposes of purchasing the Unit.
4. Recipient organization must sign the AKC Pet Disaster Relief Unit Agreement prior to receiving the Unit.
5. Recipient organization will take full title, responsibility and liability for the Unit.
6. Recipient organization will securely store the Unit and its contents.
7. Recipient organization must have access to a vehicle capable of transporting the Unit. The typical Unit is a 16ft x 7ft two-axle trailer with up to 10,000 lb GVW. Truck should be at least $\frac{3}{4}$ ton with electric brakes and 10,000 lb pound hitch.
8. Recipient organization must maintain and display the logos on the Unit as delivered. Each Unit may include the logos of AKC, AKC Reunite, AKC member and licensed club(s) donating at least \$1,000 for the purchase of the Unit, and other organizations donating at least \$1,000 for the purchase of the Unit, in all cases, in the sole discretion of AKC. No additional logos may be displayed on the Unit unless agreed by AKC in its sole discretion.
9. Recipient organization must pledge to display the Unit at least two times per year within the community, in cooperation with the sponsoring AKC member and licensed club(s), unless the Unit has been recently deployed in a declared emergency. The display should be at a community event such as the local AKC dog show, AKC Responsible Pet Ownership Day event, county or state fair, holiday parade, etc.

10. Recipient will be responsible for replenishment of supplies after deployment and use.
11. Recipient will be responsible for carrying necessary insurance for the storage and use of the Unit and equipment.



CANINE SUPPORT AND RELIEF FUND AKC PET DISASTER RELIEF GRANT APPLICATION

Please type or print clearly using blue or black ink. Please complete all sections. If a section is not applicable to your organization, answer with N/A.

Section A: GENERAL INFORMATION

1. Date of Application: _____

2. Official Name of Organization: _____

3. Organization Mailing Address:

Web Site: _____

Email: _____ Phone Number: _____

4. Name of Executive Director / Leader: _____

Mailing Address:

Email: _____ Phone Number: _____

5. Primary Grant Application Contact Person (if other than Executive Director):

Name: _____ Title: _____

Mailing Address:

Email: _____ Phone Number: _____

6. Your organization's Federal Tax ID# (EIN): _____

7. Your organization's tax-exempt status: _____

8. Is your organization the subject of material litigation or an investigation that could have a material adverse effect on your organization or your organization's financial status? If so, please explain.

9. Sponsoring AKC Club(s):

10. Primary Club Grant Contact:

Mailing Address:

Email: _____ Phone Number: _____

11. Does your organization have an affiliation with an American Kennel Club employee, board member or member or licensed club? If so, please explain.

12. Has your organization received any previous support from The American Kennel Club or AKC Reunite? List the specific year(s) and please explain.

13. Date of organization's inception: _____

14. Territory or area served: _____

Section B: ORGANIZATION AND PROGRAM DESCRIPTION

Please provide the following information regarding your organization. You may use an additional sheet of paper if necessary, but please note that concise answers are appreciated.

1. Please provide a description of your organization, including a statement of programs and recent activities:

2. What are your organization's goals, purpose and mission statement?

3. Please describe other pet-related disaster relief activities and efforts in your community of which your organization is aware. If any exist, do you intend to use the Unit in collaboration with those efforts, and if so, how?

4. Describe generally the level of training your staff/volunteers have with respect to pet emergency/disaster relief. Are your staff/volunteers FEMA certified for deployment in emergency situations? If so, at what levels?

5. Briefly describe the chain of command and who gives/receives deployment orders in your area.

6. What arrangements have you made for secure storage of the Unit and its contents? If so, where will the Unit be stored?

7. Do you have access to a vehicle that is capable of transporting the Unit (3/4 ton or better truck with electric brakes and 10,000 lb. hitch)?

Section C: CERTIFICATION

All of the statements I have made in this application are true and accurate. I have reviewed the AKC Pet Disaster Relief Unit Agreement and will sign the AKC Pet Disaster Relief Unit Agreement prior to our organization receiving the Unit.

Signature: _____

Name: _____

Title: _____

Organization: _____

Date: _____

Section D: ATTACHMENTS

Please include the following documentation with your application:

- Completed W-9
- A list of the Members of the Board of Directors or similar governing body, contact phone numbers and their business affiliations.
- Proof of 501(c)(3) status, if applicable.

Staff Report

Subject: FY 2022 Budget Amendment
Author: Mark W. Barnes, Finance Director
Department: Finance Department
Meeting Date: 3/15/22
Item Description: Consideration to approve an amendment to the FY 2021-2022 Budget.

Summary Recommendation:

Staff is requesting approval of an amendment to the FY 2021-2022 Budget.

Executive Summary:

Each year the Board of Commissioners proposes a tentative budget. During the year, the Board receives requests from agencies and department heads to adjust the budget. Additionally, other factors, such as revenue, may fluctuate thereby allowing the Board to direct that additional expenditures be made. Therefore, a formal budget resolution incorporating these factors is made to adjust the budget accordingly.

Background:

Georgia Law 6-81-3. Requires the establishment of fiscal year; requirement of annual balanced budget; adoption of budget ordinances or resolutions generally; budget amendments; uniform chart of accounts. Section (b)(1) notes that each unit of local government shall adopt and operate under an annual balanced budget for the general fund, each special revenue fund, and each debt service fund in use by the local government. The annual balanced budget shall be adopted by ordinance or resolution and administered in accordance with this article.

The budget amendment attached reflects the following changes:

1. Reduce current year funding for the water direct discharge application
2. Allocate funding for the Spring Hill Rd project
3. Allocate funding for the Kolic Helmey / SR 30 project
4. Allocate funding for the Westwood Heights drainage project

Alternatives for Commission to Consider:

1. Approve the Resolution to amend the budget for FY 2021-2022.
2. Provide Staff with Direction

Recommended Alternative:

Staff recommends Alternative number 1 – Approve the Resolution to amend the budget for FY 2021-2022.

Other Alternatives: N/A

Department Review: Finance

Funding Source:

Multiple, in resolution

Attachments:

FY 2021-2022 Budget Amendment Resolution

**State of Georgia
County of Effingham**

RESOLUTION TO AMEND THE FY2021-2022 BUDGET

WHEREAS, the FY 2021-2022 budget of Effingham County was adopted on June 15th, 2021 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

| DEPT | DEPT NAME | ACCT NAME | ACCT NO. | AMOUNT | DESCRIPTION |
|------|----------------------|---------------------------|----------------------|-------------|--|
| 100 | SPLOST WATER & SEWER | WATER DIRECT DISCHARGE | 321-4420-100-54-1405 | -2689000.00 | reduce current year funding for direct discharge app |
| 037 | SPLOST ROADS | SPRING HILL RD | 321-4207-037-54-2530 | 59000.00 | allocate funding for Spring Hill Rd |
| 037 | SPLOST ROADS | KOLIC HELMEY RD / SR 30 | 321-4207-037-54-2531 | 1376000.00 | allocate funding for Kolic Helmey Rd / SR 30 |
| 047 | SPLOST DRAINAGE | WESTWOOD HEIGHTS DRAINAGE | 321-4250-047-54-2512 | 1254000.00 | allocate funding for Westwood Heights drainage |
| | | | | 0.00 | net entries |

The amendment affects multiple departments. It reflects revenue awarded for multiple grants, capital project change orders, approved software and communications contracts, the Georgia Forestry Commission stipend, and the purchase of additional water meters. This amendment is an overall increase to the budget.

Approved this _____ day of _____ 2022.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman

STATE OF GEORGIA
COUNTY OF EFFINGHAM

**RESOLUTION TO ADOPT INCREASED FREEPORT EXEMPTION
PURSUANT TO O.C.G.A SECTION 48-5-48.2**

WHEREAS, on Tuesday, November 2, 2021 pursuant to the provisions of O.C.G.A. Section 48-5-48.2, a referendum was held in the County of Effingham, Georgia, known as the E-Commerce Freeport Exemption Referendum, regarding the exemption of certain property from ad valorem taxation as described in the aforementioned provisions; and

WHEREAS, the voters of Effingham County have approved in said Referendum the E-Commerce Freeport Exemption; and

WHEREAS, the Board of Commissioners of Effingham County, Georgia wish to implement the exemption approved by the voters as hereinbefore described; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Effingham County, Georgia, on lawful motion as follows: that 100% of the E-Commerce Freeport exemption shall be applied to the ad valorem taxation of the stock in trade of a fulfillment center, which, on January 1, are stored in a fulfillment center and which are made available to remote purchasers who may make such purchases by electronic, internet, telephonic, or other remote means, and where such stock in trade of a fulfillment center will be shipped from the fulfillment center and delivered to the purchaser at a location other than the location of the fulfillment center, as permitted by O.C.G.A. Section 48-5-48.2 and that the Chairman and/or Tax Assessor is further directed to immediately transmit a certified copy of this Resolution to the Georgia State Revenue Commissioner and the Effingham County Tax Commissioner.

SO RESOLVED and EFFECTIVE, this ___ day of March, 2022.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: _____
Wesley M Corbitt
Its: Chairman

By: _____
Stephanie D. Johnson
Its: County Clerk

(Seal Affixed)

Staff Report

Subject: Fiscal Agent Designation and Acceptance Agreement for Family Connection

Author: Stephanie Johnson, County Clerk

Department: Administration

Meeting Date: March 15, 2022

Item Description: Consideration to approve the Fiscal Agent Designation and Acceptance Agreement 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. This agreement covers the period of 7/1/2022 – 6/30/2023
2. The county will continue to serve as Fiscal Agent for Family Connections into FY23.
3. The State will provide a new contract for FY23 when available for consideration of approval by the BOC

Alternatives for Commission to Consider:

1. Approve the Fiscal Agent Designation and Acceptance Agreement
2. Do not approve the Fiscal Agent Designation and Acceptance Agreement
3. Provide Staff with Direction

Recommended Alternative: Staff recommends Alternative #1

Other Alternatives: N/A

Department Review: Administration

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

Attachments:

1. Fiscal Agent Designation and Acceptance Agreement

Fiscal Agent Designation and Acceptance Agreement

COUNTY: Effingham

The Effingham County Board of Commissioners agrees to serve as the Fiscal Agent for the Effingham County Family Connection Commission Inc. for the period of July 1, 2022 through June 30, 2023.

The Fiscal Agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments relating to the funds, 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 governing body 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.

Family Connection Collaborative Chairperson:

Signature2

Print Name: Kristen Wert

Date2

Fiscal Agent:

Fiscal Agent's fiscal year end date (month and day):
June 30

Signature1

Print Name: Wesley Corbitt

Title: Chairman of the Board, Effingham County

Date1

Family Connection Coordinator:

Signature3

Print Name: Elaine Spencer

Date3

Staff Report

Subject: Tax Assessor Board Appointment
Author: Stephanie Johnson, County Clerk
Department: Administration
Meeting Date: March 15, 2022
Item Description: Consideration to approve a Resolution to reappoint Lisa Mock Hurst to the Tax Assessor Board

Summary Recommendation: It is the policy of the Board of Commissioners to appoint qualified people to various boards and committees of the county. Staff proposes consideration of the board to appoint Lisa Mock Hurst as a representative for the First District replacing Mr. Quent Mikeal.

Executive Summary/Background: The Board of Assessor's consists of a five (5) member board. Each member serves a four (4) year term. However, Mock-Hurst fulfilled the unexpired term of office for Mr. Quent Mikeal in 2020. According to our records the term is set to expire March 15, 2022.

If approved for reappointment this term of office will expire March 15, 2026

Alternatives for Commission to Consider:

1. To approve a resolution to appoint Lisa Mock as a member to the Tax Assessor Board to fulfil the unexpired term of office.
2. To not approve the resolution of appointment for the Tax Assessor Board at this time.

Recommended Alternative: Alternative 1

Other Alternatives: To consider other individuals to serve on the Tax Assessor Board

Department Review: County Administration and Tax Assessor's Office

Funding Source: Cost for training, travel and Board Meetings are paid from the Tax Assessors budget

Attachments:

1. Resolution_ Mock

**STATE OF GEORGIA
COUNTY OF EFFINGHAM**

**RESOLUTION FOR APPOINTMENT TO THE EFFINGHAM COUNTY
BOARD OF TAX ASSESSOR'S**

WHEREAS, O.C.G.A § 48-5-290 authorizes the establishment of the county Board of Tax Assessors in each of several counties in the state; and

WHEREAS, the Board of Tax Assessors of Effingham County, Georgia is a duly constituted body pursuant to such authority; and

WHEREAS, the term of office for Lisa Mock-Hurst, a duly appointed member of the Effingham County Board of Tax Assessors, will terminate effective March 15, 2022 and

WHEREAS, pursuant to Section A-6 of Appendix A of the Official Code of Effingham County, Georgia and upon the recommendation of the Effingham County Commissioner for District 1 who has commended to the Board of Commissioners the appoint/reappoint of Lisa Mock-Hurst to the Effingham County Board of Tax Assessors beginning March 16, 2022 and terminating on March 15, 2026, said recommendation is hereby approved by the Board upon a motion made and carried.

NOW THEREFORE BE IT RESOLVED, the Effingham County Board of Commissioners appoints Lisa Mock-Hurst to the Effingham County Board of Tax Assessor's

This _____ day of _____, 2022

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

Wesley M. Corbitt, Chairperson

ATTEST:

Stephanie D. Johnson, County Clerk