



(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA

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

**March 21, 2023 – 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**

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

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

- I. Call to Order**
- II. Roll Call**
- III. Invocation**
- IV. Pledge to the American Flag**
- V. Agenda Approval** - Consideration of a resolution to approve the agenda.
- VI. Minutes** - Consideration to approve the March 7, 2023 regular meeting minutes
- VII. Public Comments** - Comments shall pertain to the agenda items only. Should you wish to make remarks, clearly state your full name into the microphone before commencing to speak.
- VIII. Correspondence** - Documents from this meeting are located in the Clerk's Office and on the Board of Commissioner's website.
- IX. Consent Agenda** - This section shall include all routine items for which there will be no discussion. Should a need arise for a debate, the item can be moved to the appropriate area of the agenda.

**1. [2023-132 Agreement]**

Consideration to approve to renew a Memorandum Of Understanding between the Effingham County Board of Education and Effingham County Board of Commissioners for ambulance services at various Board of Education events

2. [2023-133 Contract]

Consideration to approve to renew an Indefinite Delivery Contract (IDC) for Engineering and Architectural Services for one (1) year with WK Dickson

3. [2023-134 Agreement]

Consideration to approve a Location Agreement for the Historic Society of Effingham to utilize the Early Street House building and grounds for the "Old Days in Effingham" annual event

4. [2023-135 Job Description]

Consideration to approve and publish a new Job Description for Facilities Maintenance

5. [2023-136 Job Description]

Consideration to approve and publish a new Job Description for a Senior Code Enforcement Officer in the Development Services department

6. [2023-137 Contract]

Consideration to approve an amended Contract (2023-08.02) from the Coastal Regional Commission (CRC) related to congregate and home delivered meals

7. [2023-138 Grant Award]

Consideration to ratify and affirm submittal of a Grant Application to, and acceptance of a Grant award from ACCG-GSIWCG Online Driver Training Incentive Grant Program

8. [2023-139 Agreement]

Consideration to approve the Third Amendment to the Lease Agreement between Effingham County and Renasant Bank

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

1. [2023-126 Second Reading]

Consideration to approve the Second Reading of an application by **The Ratchford Firm** as Agent for **Stefanos Land Holding, LLC** for a **conditional use** located on Old River Road to permit a Shipping Container Facility, zoned **I-1. Map# 305 Parcel# 4B** in the **First District** (*this item was postponed 03/07/2023*)

2. [2023-127 Sketch Plan]

The Planning Board recommends approving an application by **The Ratchford Firm** as Agent for **Stefanos Land Holding, LLC** requests approval of a **sketch plan** for a Shipping Container Storage Facility on Old River Road, zoned **I-1. Map# 305 Parcels# 3,4,4A,4B Map# 305A Parcel# 46,47** in the **First District** (*this item was postponed 03/07/2023*)

**XI. New Business**

1. [2023-140 Refund Request] *Neal Groover*

Consideration to approve a Tax Refund Request as submitted by Manning Graham as representative for Pearl Intermodal located on Old Augusta Road

2. [2023-141 Audit Presentation]

Presentation of the Fiscal Year 2022 audited financial report by Lanier, Deal & Proctor



3. **[2023-142 Audit Transmission]** *Mark Barnes*

Consideration to approve to transmit the Fiscal Year 2022 audited annual financial report to the State of Georgia

4. **[2023-143 Plat/Deed]** *Chelsie Fernald*

Consideration to approve a Final Plat and Warranty Deed submitted by Clay Price, of Simcoe Investment Group, LLC, for Bluejay Commons, Phase 2 located off of Bluejay Road which consists of 85 lots Map # 432 Parcel # 48 in the Second District

5. **[2023-144 Quote/Proposal]** *Alison Bruton*

Consideration to approve Quote 38016294 and Proposal from OpenGov for a Permitting & Licensing System

6. **[2023-145 Proposal]** *Alison Bruton*

Consideration to approve a Proposal from EagleView for pictometry flights for the Tax Assessors Office

7. **[2023-146 Change Order]** *Alison Bruton*

Consideration to approve Change Order #2 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management

8. **[2023-147 Purchase Order]** *Alison Bruton*

Consideration to approve a Purchase Order with Custom Truck and Body Works, Inc. for the purchase of a Type III Ambulance

9. **[2023-148 Change Order]** *Alison Bruton*

Consideration to approve Change Order #6 for Agreement 22-25-010 with McLendon Enterprises related to the Sandhill Complex and Corinth Church Road

10. **[2023-149 Change Order]** *Alison Bruton*

Consideration to approve Change Order #3 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

11. **[2023-150 Form]** *Mark Barnes*

Consideration to approve to submit two (2) Community Project Funding Request Forms to the Office of Representative Ear 'Buddy' Carter

12. **[2023-151 Resolution]** *Mark Barnes*

Consideration to approve Resolution# 023-004 related to the anticipated Memorandum of Understanding for the new opioid settlements and for participation in said settlements

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

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

**XIV. Adjournment**

**Staff Report**

**Subject:** Approval of Amendment 1 for the renewal of an MOU between Effingham County Board of Education and Effingham County Board of Commissioners for ambulance services at various Board of Education events

**Author:** Alison Bruton, Purchasing Agent, Wanda McDuffie, EMS Director

**Department:** Purchasing and EMS

**Meeting Date:** 03/21/23

**Item Description:** MOU Renewal with BOE for Ambulance Services at BOE Events

**Summary Recommendation:** Approval of Amendment 1 to renew

**Executive Summary/Background:**

- The Board of Education needs ambulance coverage for home football games, band competitions and graduation. The County has provided coverage for these events since 1980. The BOE has a set rate that they pay the personnel. The County uses one of the spare ambulances at no charge. In the event that a patient is transported from one of the events, that patient is billed for the services.
- The amendment increases the rate paid for EMS technicians present at each home football game from \$85.00 to \$90.00 per hour for a three (3) hour period for each technician. The rate paid for EMS technicians present at the Coastal Empire Classic (Marching Band Competition) shall be increased from \$190.00 to \$200.00 for the event per technician, with the event lasting between eight (8) and ten (10) hours.
- The amendment also extends the agreement for three (3) school years from 2023-2026.

**Alternatives for Commission to Consider**

1. Approve Amendment 1 for the renewal of an MOU between Effingham County Board of Education and Effingham County Board of Commissioners for ambulance services at various Board of Education events.
2. Do not approve the MOU.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing and EMS

**Funding Source:** No funds required

**Attachments:** MOU

**Amendment No. 1 to the  
Memorandum of Agreement for EMS Services  
Executed August 4, 2020  
between  
Board of Commissioners of Effingham County  
and  
Effingham County Board of Education**

**THIS AMENDMENT NO. 1** (the "Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **County of Effingham ("COUNTY")** and **Effingham County Board of Education**.

**WHEREAS**, THE COUNTY and Effingham County Board of Education entered into a Contract dated August 4, 2020 for EMS Services for certain sporting events and marching band events (as amended, the "Contract"); and

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

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

1. Term: The contract shall renew for a period of three (3) school years, 2023-2024, 2024-2025, and 2025-2026.
2. Fee: The rate paid for EMS technicians present at each home football game shall be increased from \$85.00 to \$90.00 per hour for a three (3) hour period for each technician. The rate paid for EMS technicians present at the Coastal Empire Classic (Marching Band Competition) shall be increased from \$190.00 to \$200.00 for the event per technician, with the event lasting between eight (8) and ten (10) hours.
3. Except as specifically set forth herein, all other terms and provisions of the Memorandum of Understanding 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.

**Effingham County Board of Education**

By: Pancy J. Ford

Printed Name: Pancy Ford

Title: Superintendent

Dated: 3/10/23

**Effingham County Board of Commissioners**

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

Printed Name: Wesley Corbitt

Title: Chairman

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

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**EFFINGHAM COUNTY BOARD OF EDUCATION**  
**AND**

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**

This Agreement is made and entered into this 4<sup>th</sup> day of August, 2020, by and between Effingham County Board of Education and Effingham County Board of Commissioners for the provision of services below.

Responsibilities of Effingham County Board of Education:

**1. "Home" Football Games at ECHS and SEHS**

- a. The Effingham County Board of Education shall provide payment to EMS technicians for their presence at ECHS and SEHS "Home" football games. Two technicians shall be present at each home football game.
- b. Each technician will be paid at a rate of \$85.00 for three (3) hours of work per game.
- c. The Effingham County Board of Education shall provide technicians with a timesheet to be completed and submitted to the Effingham County Board of Education Accounts Payable (Tammy Mongin) office on the Tuesday following each home football game in order for payment to be received within the same week. Timesheets submitted after Tuesday will result in payment the following week. New Employees must submit a completed W-9 with their timesheet.

**2. Coastal Empire Classic (Marching Band Competition)**

- a. The Effingham County Board of Education shall provide payment to two (2) EMS technicians for their presence at the Coastal Empire Classic.
- b. Each technician will be paid \$190.00 for their work at the event.
- c. The Effingham County Board of Education shall provide technicians with a timesheet to be completed and submitted to the Effingham County Board of Education Accounts Payable (Tammy Mongin) office on the

Tuesday following the event in order for payment to be received within the same week. Timesheets submitted after Tuesday will result in payment the following week. New Employees must submit a completed W-9 with their timesheet.

### **Responsibilities of Effingham County EMS:**

#### **1. "Home" Football Games at ECHS and SEHS**

- a. Effingham County EMS technicians shall be available at ECHS and SEHS "Home" football games to provide emergency services, if needed. Two (2) EMS technicians with equipped vehicles shall be present at each school's home football games.
- b. Technicians shall begin work at 7:00 p.m. and end work at 10:00 p.m. Each technician will be paid \$85.00 for three (3) hours work per home football game.
- c. Technicians shall submit a completed timesheet, provided by the Board Office, to the Board of Education Accounts Payable (Tammy Mongin) in order to receive payment for their work. The timesheet will be submitted by the Tuesday following each home game in order to receive payment within the same week. Timesheets submitted later than Tuesday will result in payment the following week. New Employees must submit a completed W-9 with their timesheet.

#### **2. Coastal Empire Classic (Marching Band Competition)**

- a. Effingham County EMS technicians shall be available at the Coastal Empire Classic to provide emergency services, if needed. Two (2) EMS technicians with equipped vehicles shall be present at the event.
- b. Technicians shall work during the hours of the event and be paid accordingly. The approximate number of hours for the event is normally eight (8) to ten (10) hours. Each technician will be paid \$190.00 for the event.
- c. Technicians shall submit a completed timesheet, provided by the Board Office, to the Board of Education Accounts Payable (Tammy Mongin) in order to receive payment for their work. The timesheet will be submitted

by the Tuesday following the event in order to receive payment within the same week. Timesheets submitted later than Tuesday will result in payment the following week.

### 3. Graduation

Effingham County EMS technicians shall be available at South Effingham High School and Effingham County High School for graduation ceremonies to provide services, if needed. Two (2) EMS technicians with equipped vehicles shall be present at the event.

### 4. Liability

The Effingham County EMS shall cover all EMS employees working in the performance of their duties at the above events in the event of injury.

### 5. Termination of Agreement

The initial term of this agreement shall be for the 2020-21 school year. Unless the District notifies Effingham County EMS of non-renewal prior to March 30, 2021, this Agreement shall automatically renew for the 2021-22 school year, and if this Agreement has so renewed, unless the District notifies Effingham County EMS of non-renewal prior to March 30, 2022, this Agreement shall automatically renew for the 2022-23 school year.

Wesley M. Choat Date 08/18/2020  
08/08/2020  
 Effingham County Board of Commissioners

Garry J. Ford Date 8/4/2020  
 Effingham County School Superintendent

## Staff Report

**Subject:** Renewal of the Indefinite Delivery Contract (IDC) for Engineering and Architectural Services for one (1) year

**Author:** Alison Bruton, Purchasing Agent

**Department:** County Manager

**Meeting Date:** March 21, 2023

**Item Description:** Renewal of the Indefinite Delivery Contract (IDC) for Engineering and Architectural Services for one (1) year with WK Dickson

### Summary Recommendation:

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

### Executive Summary/Background:

- The County prepared a RFQ for firms to submit qualifications and hourly fees for 12 different service areas and received 20 submittals. A selection committee consisting of the Purchasing Agent, County Engineer, EOM Engineering Consultant, and the County Manager reviewed and ranked the teams and firms in each of the 12 service areas. See attached summary.
- These contracts were approved by the Board of Commissioners in April of 2021, and staff is requesting renewal for another year.
- While utilizing these agreements, staff has been able to expedite multiple projects with a shortened bidding process saving the county both time and money.

### Alternatives for Commission to Consider

- 1 – Approve the Renewal of the Indefinite Delivery Contract (IDC) for Engineering and Architectural Services for one (1) year with WK Dickson
- 2 – Take no action

**Recommended Alternative:** Alternative 1

**Other Alternatives:** N/A

**Department Review:** County Engineering; County Attorney

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

**Attachments:** 1. Amendment for WK Dickson



**Amendment No. 1 to the  
Contract for Indefinite Delivery Professional A&E Services  
Executed April 20, 2021  
between  
Board of Commissioners of Effingham County  
and  
WK Dickson & CO., Inc.**

**THIS AMENDMENT NO. 1** (the "Amendment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the **County of Effingham** ("COUNTY") with offices at **804 S Laurel Street**, Springfield, GA 31329 and **WK Dickson & CO., Inc.** ("VENDOR"), mailing address at 1450 Greene Street, Suite 145, Augusta, GA 30901.

**WHEREAS**, THE COUNTY and WK Dickson & CO., Inc. entered into a Contract dated April 20, 2021 for Indefinite Delivery Professional A&E Services (as amended, the "Contract"); and

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

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

1. Term: The contract shall renew for a period of one (1) year, expiring April 20, 2024.
2. Fee: The rates shall be amended as requested by the vendor. The amended rates are listed as Attachment A to this Amendment No. 1.
3. Except as specifically set forth herein, all other terms and provisions of 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.

**WK Dickson & CO., Inc.**

**Effingham County Board of Commissioners**

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

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

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

Printed Name: Wesley Corbitt

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

Title: Chairman

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

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



February 27, 2023

Ms. Alison M. Bruton  
Purchasing Agent  
Effingham County Board of Commissioners  
804 S. Laurel Street  
Springfield, Georgia 31329

**RE: Intent to Renew IDC Contract 21-007  
Professional Engineering and Architectural Services**

Dear Board of Commissioners,

Please consider this letter as our interest in renewing the agreement with the above referenced IDC Contract 21-077. The rate sheet attached is current and is for the period from January 1, 2023, to December 31, 2023.

Thank you in advance for your consideration.

Sincerely,

W.K. Dickson & Co., Inc.

*William 'Try' Wingate*

William G. Wingate III, PE  
Vice President

Attachment: Fee Schedule

## W.K. DICKSON & CO., INC. 2023 RATE SCHEDULE

### LABOR

2023

Principal	\$263.00/hr.
Senior Consultant	\$242.00/hr.
Senior Project Manager	\$231.00/hr.
Senior Engineering Manager	\$231.00/hr.
Project Manager	\$200.00/hr.
Engineering Manager	\$200.00/hr.
Senior Project Engineer	\$179.00/hr.
Project Engineer	\$168.00/hr.
Senior Scientist	\$158.00/hr.
Scientist	\$144.00/hr.
Senior Planner	\$191.00/hr.
Planner	\$146.00/hr.
Senior Engineering Designer	\$152.00/hr.
Engineering Designer	\$139.00/hr.
Senior GIS Analyst	\$163.00/hr.
GIS Analyst	\$140.00/hr.
GIS Technician	\$118.00/hr.
Senior Construction Observer	\$140.00/hr.
Construction Observer	\$118.00/hr.
Project Administrator	\$86.00/hr.

### EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

**Note:** The above rates are effective January 1, 2023. WK Dickson reserves the right to revise to reflect inflationary increases.

## Staff Report

**Subject:** Historic Effingham Society Location Agreement  
**Author:** Stephanie Johnson, County Clerk  
**Department:** Administration  
**Meeting Date:** 03/21/2023  
**Item Description:** Consideration to approve a Location Agreement with the Historic Effingham Society for the use of the Early Street House for the “Old Days in Effingham” annual event.

### Summary Recommendation:

Staff recommends approval of the request.

### Executive Summary:

A request was received from Ms. Beverly Poole with the Historic Society of Effingham for the use of the Early Street House. The date of the event is Saturday, April 15, 2023. This location agreement was previously prepared by the County Attorney.

### Background:

This is an annual festival orchestrated by the Historic Effingham Society. This function is an all-day event consisting of a flower and art show, food and craft vendors, games and music.

### Alternatives for Commission to Consider:

1. Approve the Location Agreement and allow the Historic Effingham Society the use of the Early Street House.
2. Do not approve the Location Agreement or allow the Historic Effingham Society the use of the Early Street House

**Recommended Alternative:** Staff recommends Alternative 1

**Other Alternatives:** N/A

**Department Review:** Administration

**Funding Source:** No funding is required related to this request.

### Attachments:

1. Location Agreement



## LOCATION AGREEMENT

This Location Agreement (hereinafter referred to as "Agreement") is made and entered into by and between Historic Effingham Society and Effingham County Board of Commissioners (hereinafter referred to as "County").  
P. O. Box 999  
1002 N. Pine St.

WHEREAS, County owns the building located Early Street House, (hereinafter referred to as the "Site"); and

WHEREAS, Historic Effingham Society wishes to utilize the Site for the purpose of a

Photo Display At Festival

WHEREAS, the Parties wish to set forth the terms and conditions upon which HES 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 Historic Effingham Soc. permission to use the Site in the manner and during the term hereinafter specified. Historic Effingham Society accepts the Site "as is" and waives all objections or causes of action due to defects therein, whether or not such defects are apparent. HES releases County from any and all claims, demands, or causes of action which HES, 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. HES further agree to indemnify and hold County harmless for any injury to HES employees and agents while on the Site.
2. **Term.** HES shall have use of the Site on April 15th from the hours of 7:00 to 8:00 (hereinafter called the term of this agreement). The use of the Site shall not be longer than 12 hours. HES 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.** HES 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.** HES permission to conduct its Show at the Site shall extend only to those activities described herein and HES 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 HES. HES 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 HES.
  - (b) HES shall not cause or permit any illegal activity to be conducted upon the Site.



- (c) HES shall make no changes or alterations to the Site without prior written consent of the County. HES 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) HES 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.** HES 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.** HES shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect \_\_\_\_\_ 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 HES or its employees or agents.
7. **Indemnification.** HES 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 HES arising out of or resulting from the performance of this Agreement caused by the negligent act or omission of \_\_\_\_\_, its officers, agents, employees, subcontractors or invitees or any other person involved in any way with the activity of \_\_\_\_\_ on the Site.
8. **Responsibility for damages.** In addition to the Indemnification provisions of the preceding paragraph, and without limitation thereto, HES shall be responsible for any and all damage related in any manner to its use of the Site.
9. **Assignment and Subletting.** HES shall not assign or sublet this Agreement.
10. **Termination.** After notification by County to HES of violations of any the provisions set forth in this Agreement, HES shall remedy the violation and/or prevent its reoccurrence. HES 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, HES shall immediately proceed to vacate the Site and return it to its condition prior to April 15<sup>th</sup> use. HES 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:**

ATTEST:

\_\_\_\_\_  
Wesley M. Corbitt, Chairman

\_\_\_\_\_  
Stephanie D. Johnson, County Clerk

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

**Applicant:**

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

Its: \_\_\_\_\_

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





## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Director of Facilities Maintenance</b>	<b>Job Code:</b> _____
<b>Reports to: County Manager</b>	<b>FLSA Status: Exempt</b>
<b>Department: Facilities Maintenance</b>	

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

### **Position Overview:**

The purpose of this classification is to plan, supervise, and direct correctional employees, including inmates, engaged in maintaining and repairing County facilities and buildings. Employees in this classification supervise inmate work crews engaged in preventive and routing maintenance of County buildings, equipment, and facilities, including plumbing, electrical, and mechanical systems.

### **PRINCIPAL DUTIES AND RESPONSIBILITIES (ESSECTIAL FUNCTIONS\*\*):**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

Prepares annual capital and operating budget for department. Monitors expenditures of the budget during current year.

Hiring of department personnel, actions of personnel, performance evaluations, counseling and disciplinary actions up to and including termination.

Maintains attendance records. Prepares and approves weekly payroll. Approves all compensatory and overtime made by staff.

All administrative and clerical duties generated during the daily operations of the office.

Management of the staff whose daily routine includes, but is not limited to, cleaning all offices.

Coordinates weekly schedules, cleaning, and special instructions, if any, with Building Service Workers both before and after events.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Facilities Maintenance Supervisor**

**Job Code: 0506503**

Responsible for security of janitorial supplies through the Purchasing Department to ensure the inventory is utilized as appropriated.

Works closely with other department heads regarding maintenance problems as they arise, and special cleaning needs associated with daily usage of the facilities.

Coordinates weekend schedule of facilities with staff members that are on call to clean the facilities and with monitors of each facility.

Knowledge of proper cleaning methods and ordering janitorial supplies.

Knowledge of the principles and techniques of management and supervision.

Skill in verbal and written communication; planning and organizing; and customer service.

Skill in math computations.

Skill in Word and Excel.

Supervises the activities of buildings; assigns schedules and work duties; conducts performance evaluations; recommends disciplinary actions; checks and reviews work upon completion.

Supervises the work and assists with buildings and facilities maintenance needs such as electrical, plumbing, HVAC and various construction projects.

Prioritizes and schedules repairs.

Selects appropriate equipment and materials to complete the work according to specifications.

Supervise and trains employees as necessary.

Ensures safety procedures are followed at all time.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Facilities Maintenance Supervisor</b>	<b>Job Code: 0506503</b>
---	--------------------------

Develops, implement, supervise and maintain a preventative maintenance and repair program for all equipment.

Supervise and control inventory management activities for parts and fuel inventories.

Perform related duties as required.

Manages access control system and key production program; provides key services for all county facilities.

Assists with the county surplus program; provides areas for surplus storage; assists in the removal of surplus equipment and vehicles.

Directs and participate in overhaul and repair projects.

Develops and administers department direction and goals.

Develops requests for proposals; solicits and reviews bids and proposals; awards and supervises contracted work.

Researches parts and vendors for ordering parts, equipment, and services.

Manages the underground storage tank program; coordinates with EPD and state officials for required inspections.

Tests equipment for proper operation; directs, supervises, and participates in equipment maintenance.

Coordinates, supervises, and provides moving services for department relocations.

Coordinates with contractors and inspectors for elevator inspections, fire system inspections, fire extinguishers inspections, and backflow prevention inspections.

Serves as a member of the Emergency Management and Recovery Team; performs building inspections following events; participates in related training.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Facilities Maintenance Supervisor</b>	<b>Job Code: 0506503</b>
---	--------------------------

Supervises, directs, and evaluates assigned staff and inmates working for the Facilities Maintenance department, processing employee concerns and problems, directing work, counseling, disciplining, and completing employee performance appraisals; conducts employee meetings as needed to schedule work orders, discuss pending projects, and update current projects.

Manages and coordinates daily work orders and special projects to be completed by the department for plumbing, electrical, HVAC, mechanical and custodial work; downloads and prints incoming work orders from all County departments; prioritizes work orders; sets deadlines and project time lines for special projects; conducts routine inspections of facilities and work in progress.

Interacts with department heads and outside contractors to coordinate the completion of work activities and projects; monitors the work of contractors to ensure projects are completed as required and on time and within/under budget

Monitors supply inventory and ensure supplies are on hand to complete work on time; meets with vendors to gather information on products, materials, and supplies; receives and reviews bids and quotes; interacts regularly with the purchasing department; reviews, signs and submits invoices for payment.

Provides internal and external customer service by responding to citizens, elected officials, and fellow employees in a timely and appropriate manner.

Assists with special events and projects for the County; sets up for County-wide events; prepares meeting rooms by arranging tables and chairs, A/V equipment, lighting, and other equipment needed.

Performs various technical tasks for the County; installs and repairs electrical systems and equipment, including basic wiring, receptacles, relays, electric door locks, computer network wire, installs and repairs plumbing systems, including pipes, sewer lines, and standard and institutional fixtures; installs and services water boilers and tubes; paints building interiors and exteriors; performs rough and finished carpentry work which include building additions/alterations, furniture/fixture repairs, and new buildings; assists departments with office relocation/rearrangement.

Monitors the operation of equipment, operates equipment, and assists in the repair and restoration of equipment including boilers, A/C units, kitchen equipment, fixtures,



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Facilities Maintenance Supervisor</b>	<b>Job Code: 0506503</b>
---	--------------------------

plumbing systems, power tools, hand tools, sewer drain machine, and related tools and machinery; plans, organizes, and implements equipment preventative maintenance programs.

Operates vehicles used to travel to work site, including vans, man-lift and scissor lift, maintains trucks and tools, notifies supervisor of potential problems and maintenance needs of trucks and equipment operation.

Collects, maintains, and adheres to Material Safety Data Sheets for any and all chemicals used in conjunction with performed duties.

Operates a personal computer, printer, scanner, copier, fax machine, phone system, and other equipment as necessary to complete essential functions, to include the use of word processing, database, or other system software.

Assists with snow and ice removal when required.

Oversees general building and repair services for all County-owned facilities and constructs new facilities when directed: serves as the County's representative on large construction projects and monitors the project throughout construction phase; oversees and inspects the work; and maintains accurate records on cost of routine maintenance performed on all County buildings.

Directs, monitors, and inspects work performed by outside contractors: develops bid specifications and contracts with contractors to complete outsourced tasks and projects; approves and assigns work; reviews and approves contractor's work for quality, completeness, and conformity to contract specifications; consults with contractors; and prepares and maintains related records and reports.

Coordinates and manages capital projects: works directly with the County Manager to implement and complete capital projects and all other tasks as assigned; maintains a complete inventory of all County buildings and facilities; and schedules capital improvements and replacement assigned to one and five year plans.

Responsible for Fuel Island and keeping it up to speed, annual inspections, and service, maintaining registration, and annual testing on fuel tanks.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Facilities Maintenance Supervisor****Job Code: 0506503**

### **ADDITIONAL FUNCTIONS**

Knowledge of the operating and maintenance principles of gasoline, diesel and alternative fuel powered vehicles and equipment/generators.

Knowledge of fleet management, vehicle maintenance and inventory control.

Knowledge of automotive and heavy equipment specification writing, maintenance standards and disposal practices.

Considerable knowledge and ability to operate and maintain a variety of small engine equipment.

Knowledge of Federal, State and local regulations and standards, and of County and departmental policies and procedures.

Knowledge of the properties, utilization and care of the materials, tools and equipment used by the employees supervised.

Thorough knowledge of materials, methods, and techniques commonly used in construction, maintenance, and repair activities as related to assigned areas of specialization.

Thorough knowledge of the occupational hazards and safety standards and practices applicable to the work being supervised.

Skill in the use and care of tools, equipment, and materials of the mechanical trade.

Ability to diagnose mechanical, electrical, and electronic failures.

Ability to communicate clearly and concisely to users of various levels of sophistication.

Ability to supervise others including; schedule, organize, coordinate, train and discipline.

Ability to read charts, diagrams, and blueprints.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Facilities Maintenance Supervisor****Job Code: 0506503**

Ability to communicate orally and in writing.

Ability to establish and maintain effective working relationships with management, employees and the general public.

Ability to prepare and maintain various records, reports and inventory schedules.

Knowledge of supervisory principles and practices.

Knowledge of facilities maintenance principles and practices.

Knowledge of plumbing, HVAC, and electrical maintenance principles.

Knowledge of inventory management principles.

Knowledge of carpentry principles.

Knowledge of budget management principles.

Knowledge of personnel management principles.

Skill in planning.

Skill in reading and interpreting maps and drawings and specifications.

Skill in the use of hand and power tools.

Skill in problem solving.

Skill in interpersonal relations.

Ensures departmental/county compliance with all applicable codes, laws, rules, regulations, standards, policies and procedures; ensures adherence to established life/safety procedures; monitors work environment and use of safety equipment to ensure safety of employees and other individuals; initiates any actions necessary to correct deviations or violations.





## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Facilities Maintenance Supervisor**

**Job Code: 0506503**

Consults with County Manager, Assistant County Manager, County officials, and other officials to review department operations/activities, review/resolve problems, receive advice/direction, and provide recommendations.

Manages and oversees occupant services such as parking, janitorial services, security and safety; oversees facility systems such as facility help desk and work order system, and security entry.

Directs, manages and supervises county environmental remediation issues, coordinates, and participates with capital and special building projects; plans building renovations, reconfigurations, relocations, and other building maintenance projects; meets with project consultants and architects to review/approve design concepts, construction plans, and specifications; attends project meetings; ensures compliance of proposed projects with established objectives and applicable codes/regulations; communicates status of project and actions to be taken to appropriate parties.

Oversees management and maintenance of County occupied/unoccupied buildings and building equipment as applicable. Manages daily countywide activities relating to facility operations and maintenance monitors and consults with internal/external parties involved in various projects; works with contractors to ensure code compliance; monitors progress in meeting project deadlines and project budgets; inspects workmanship quality and completeness of work.

Oversees, coordinates, and assists with electrical, HVAC, plumbing, construction, renovation, maintenance, and repair activities; assists in the design, fabrication, and installation of specialized equipment control projects; assures that proper maintenance is conducted on complex commercial electrical systems at various buildings.

Oversees custodial maintenance activities; coordinates repair/replacement of fences and gate controls; oversees custodial work necessary to prepare facilities for usage.

Oversees building/site security and access control activities; installs and maintains door monitoring devices; assists in ensuring County facilities are secure before/after hours.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Facilities Maintenance Supervisor****Job Code: 0506503**

Coordinates projects and work activities with those of other departments, contractors, consultants, outside agencies, or others as needed; serves as contact person for resolution of problems/complaints involving inter-departmental projects; interfaces with risk management staff regarding insurance/value issues.

Oversees preparation of contract documents and specifications for building control systems, Life/Safety emergency generating systems, uninterrupted power supply (UPS) system, elevators, and other systems.

Compiles and/or monitors various administrative or statistical data including energy management; performs research; makes applicable calculations; analyzes data and identifies trends; prepares reports, charts, or graphs for the purpose of efficiently managing energy, manpower and county resources.

Prepares or completes various forms, reports, correspondence, logs, lists, schedules, spreadsheets, analysis reports, project time cost reports, purchase requisitions, budget documents, capital asset records, inventory records, injury/accident reports, performance evaluations, work requests, repair/maintenance requests, inspection reports, building inspection records, bid specifications, construction plans, drawings, or other documents.

Communicates with County officials, other departments, employees, community service workers, inmate workers, architects, engineers, contractors, vendors/suppliers, utility companies, the public, outside agencies, and other individuals as needed to coordinate work activities, review status of work, exchange information, resolve problems, or give/receive advice/direction.

Attends meetings, serves on committees, and makes presentations as needed; represents the County at capital projects meetings as applicable or as assigned. Attends workshops and training sessions as appropriate.

Maintains a comprehensive, current knowledge of government procurement, purchasing policies, and applicable laws/regulations; maintains professional affiliations, awareness of new trends and advances in the profession; reads professional literature.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Facilities Maintenance Supervisor</b>	<b>Job Code: 0506503</b>
---	--------------------------

### **MINIMUM QUALIFICATIONS**

Have successfully completed an Associate's Degree from an accredited post high school educational institution.

Experience sufficient to thoroughly understand the work of subordinate position to be able to resolve problems to develop and implement work schedules associated with supervision of hourly employees to schedule and coordinate facilities as well as a diversified staff. This is usually associated with three to five years' experience or service or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job.

Must possess and maintain a valid driver's license from state of residency.

High school diploma or equivalent with vocational or technical school training in general trades to include maintenance, carpentry, plumbing, electrical, HVAC and mechanical fields and a minimum of five years of experience leading a work crew in performing general trade work and maintenance duties; or an equivalent combination of education and experience that provides the required knowledge, skills, and abilities. Must possess a valid driver's license with a satisfactory driving history.

### **PERFORMANCE APTITUDES**

#### **Data Utilization:**

Requires the ability to review, classify, categorize, prioritize, and/or analyze data. Includes exercising discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.

Requires the ability to coordinate, manage, and/or correlate data. Includes exercising judgment in determining time, place and/or sequence of operations, referencing data analyses to determine necessity for revision of organizational components, and in the formulation of operational strategy.

Requires the ability to evaluate, audit, deduce, and/or assess data using established



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Facilities Maintenance Supervisor</b>	<b>Job Code: 0506503</b>
---	--------------------------

criteria. Includes exercising discretion in determining actual or probable consequences and in referencing such evaluation to identify and select alternatives.

### **Human Interaction:**

Requires the ability to apply principles of persuasion and/or influence over others in a supervisory capacity.

Requires the ability to function in a managerial capacity for a division or organizational unit; includes the ability to make decisions on procedural and technical levels.

Requires the ability to apply principles of persuasion and/or influence over others in coordinating activities of a project, program, or designated area of responsibility; ability to lead a project team, supervisor planning/design staff, and/or serve as a prominent member of a project team.

### **Equipment, Machinery, Tools, and Materials Utilization:**

Requires the ability to overhaul, restore, renovate, construct, and/or rebuild equipment, machinery, or objects, requiring adherence to prescribed standards and specifications. Requires the ability to operate and control the actions of the same equipment, machinery, and/or objects.

Requires the ability to operate, maneuver, and/or control the actions of equipment, machinery, tools and/or materials requiring complex and/or rapid adjustments.

### **Verbal Aptitude:**

Requires the ability to utilize a wide variety of reference, descriptive, and/or advisory data and information.

### **Mathematical Aptitude:**

Requires the ability to perform addition, subtraction, multiplication, and division; the ability to calculate decimals and percentages; the ability to utilize principles of fractions; and the ability to interpret graphs.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Facilities Maintenance Supervisor</b>	<b>Job Code: 0506503</b>
---	--------------------------

Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations with fractions; may include ability to compute discount, interest, and ratios; may include ability to calculate surface areas, volumes, weights, and measures.

Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations involving basic algebraic principles and formulas, and basic geometric principles and calculations.

### **Functional Reasoning:**

Requires the ability to apply principles of rational systems; to interpret instructions furnished in written, oral, diagrammatic, or schedule form; and to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives.

Requires the ability to apply principles of influence systems, such as motivation, incentive, and leadership, and to exercise independent judgment to apply facts and principles for developing approaches and techniques to resolve problems.

### **Situational Reasoning:**

Requires the ability to exercise judgment, decisiveness and creativity in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable.

## **ADA COMPLIANCE**

### **Physical Ability:**

Tasks require the ability to exert very moderate physical effort in light work, typically involving some combination of stooping, kneeling, crouching and crawling, and



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Facilities Maintenance Supervisor**

**Job Code: 0506503**

which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (50-100 pounds).

Tasks require the ability to exert light physical effort in sedentary to light work, but which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (5-10 pounds). Tasks may involve extended periods of time at a keyboard or work station.

### **Sensory Requirements:**

Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, odor, depth, texture, and visual cues or signals. Some tasks require the ability to communicate orally.

Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, taste, odor, depth, texture, and visual cues or signals. Some tasks require the ability to communicate orally.

### **Environmental Factors:**

Tasks may require exposure to such environmental conditions as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic agents, violence, disease, or pathogenic substances.

Essential functions are regularly performed without exposure to adverse environmental conditions.

\*\* To comply with regulations by the American with Disabilities Act (ADA), the principal duties in job descriptions must be essential to the job. To identify essential functions, focus on the purpose and the result of the duties rather than the manner in which they are performed. The following definition applies: a job function is essential if removal of that function would fundamentally change the job.

## Staff Report

**Subject:** Approval and publication of a new job description for Facilities Maintenance.

**Author:** Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

**Meeting Date:** March 21, 2023.

**Item Description:** Approval and publication of a new job description for Facilities Maintenance.

**Summary Recommendation:**

Staff is requesting authorization to approve and publish a new job description for Facilities Maintenance.

### Executive Summary/Background

*Director of Facilities Maintenance:* the purpose of this position is to plan, supervise, and direct correctional employees, including inmates, engaged in maintaining and repairing County facilities and buildings. Employees in this classification supervise inmate work crews engaged in preventative and routing maintenance of County buildings, equipment, and facilities, including plumbing, electrical, and mechanical systems.

This will be a promotion in title for our current Facilities Maintenance Supervisor, Mr. Fred Ryan, who has been with the County since May 2016.

### Alternatives for Commission to Consider

1. Approve the job description; authorize publication and distribution.
2. Disapprove the job description and provide guidance to staff.

**Recommended Alternative:** Staff recommends Alternative 1.

**Other Alternatives:** None.

**Department Review:** County Manager, Facilities Maintenance, and Human Resources.

**Funding Source:** No impact on the current FY budget as there is vacancy savings.

**Attachment:** Director of Facilities Maintenance Job Description



## Staff Report

**Subject:** Approval and publication of a new job description for Development Services

**Author:** Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

**Meeting Date:** March 21, 2023.

**Item Description:** Approval and publication of a new job description for Development Services.

**Summary Recommendation:**

Staff is requesting authorization to approve and publish a new job description for Development Services.

### Executive Summary/Background

*Senior Code Enforcement Officer:* the purpose of this position is to perform a variety of high level technical, and interpersonal duties in support of the County's local code enforcement program; monitor and enforce all applicable ordinances, codes and regulations related to zoning, land use, building codes, nuisance conditions, environmental, solid waste management, and other matters of public concern; and serve as a resource to provide information on County regulations to property owners, residents, businesses, the general public, and other County departments and divisions; and to act in the capacity of Field Supervisor to all other Code Enforcement Officers, and to advise Staff, Administration, and Elected Officials on ordinance enforcement, violations, and field personnel as requested.

This will be a promotion in title for our current Code Enforcement Officer, Mr. Greg Hood, who has been with the County since September 2012, and Code Enforcement since August 2019. Mr. Hood also worked for Effingham County Sheriff's Office as a SRO for two years before joining the Board of Commissioners.

### Alternatives for Commission to Consider

1. Approve the job description; authorize publication and distribution.
2. Disapprove the job description and provide guidance to staff.

**Recommended Alternative:** Staff recommends Alternative 1.

**Other Alternatives:** None.

**Department Review:** County Manager, Development Services, and Human Resources.

**Funding Source:** No impact on the current FY budget as there is vacancy savings.

**Attachment:** Senior Code Enforcement Officer Job Description



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Senior Code Enforcement Officer</b>	<b>Job Code:</b>
<b>Reports to: Zoning Manager</b>	<b>FLSA Status: Non Exempt</b>
<b>Department: Development Services</b>	

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

### **Position Overview:**

The purpose of this classification is to perform a variety of **high level technical, and interpersonal** duties in support of the County's local code enforcement program; monitor and enforce all applicable ordinances, codes, and regulations related to zoning, land use, building codes, nuisance conditions, environmental, solid waste management, and other matters of public concern; and serve as a resource to provide information on County regulations to property owners, residents, businesses, the general public, and other County departments and divisions; **and to act in the capacity of Field Supervisor to all other Code Enforcement Officers; and to advise Staff, Administration, and Elected Officials on ordinance enforcement, violations, and field personnel as requested.**

### **Principal Duties and Responsibilities (Essential Functions\*\*):**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

Enforce compliance with County regulations and ordinances including, but not limited to, those pertaining to zoning, land use, building codes, nuisance conditions, environmental, solid waste management, and other matters of public concern.

Receive and respond to citizen complaints and reports from other agencies and departments on alleged violations of County codes and ordinances.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

<b>Job Title: Lead Code Enforcement Officer</b>	<b>Job Code:</b>
---	------------------

Conduct field investigations to include inspecting properties for violations and making contact with and interviewing alleged violators, complainants, and witnesses.

Issue and post warning notices and/or notices of violation for code violations and make recommendations on how to remedy violations.

Prepare a variety of written reports, memos, and correspondence related to code enforcement activities; maintain accurate and complete documentation of day to day activities, including hours worked, cases, and inspections.

Support legal actions taken by the County by acting as Court Liaison; assisting subordinates with selection and management of case load assigned to the monthly court docket, facilitating effective communication and fostering a positive relationship between the Courts, code enforcement, and County Staff. Advises and prepares Zoning Manager and Judge on cases prior to court hearings.

Organize, lead, and monitor training of new code enforcement officers.

Advise Zoning Manager on trends in non-compliance or problematic cases, convey frequent updates on performance of Code Enforcement Officers during probation period or as needed.

Take lead in the design of new forms and records; the creation of information bulletins; and the drafting and implementation of policy changes.

Provide input to Planning and Zoning Staff to assist in the creation and revision of enforceable ordinances.

Research and implement community outreach and education opportunities to improve public relations and compliance.

Regular and routine attendance at work is required.

### **ADDITIONAL FUNCTIONS**

Attend enforcement training, meetings, and workshops as directed. Acquire and/or maintain GASWCC certifications as necessary.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Lead Code Enforcement Officer**

**Job Code:**

Perform/attend inspections related to Land Disturbance, development, and erosion/sedimentation control as requested.

Work with County Manager to carry out large-scale enforcement projects. Brief subordinates and Zoning Manager of upcoming large-scale operations.

Provide assistance to other employees, departments, and the general public as needed to coordinate work activities, review status of complaints, exchange information, and/or resolve problems.

Perform other related duties as required

### **MINIMUM QUALIFICATIONS**

Associates degree or completion of core curriculum coursework at a college level supplemented by course work or specialized training in building trades, criminal justice, public administration, or other related fields such as International Code Council (ICC), Georgia Association of Code Enforcement (GACE), or Peace Officer Standards and Training (P.O.S.T); and three (3) years previous experience as a Code Enforcement Officer and/or training involving a high level of public contact with experience dealing with the public in an enforcement, inspection, investigation, or customer service capacity; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Prior Law Enforcement, Military service, and/or a background in Human Services is strongly preferred. Must possess and maintain a valid Georgia driver's license. Must possess or have the ability to obtain certification from the Code Enforcement Officer Masters Certificate Program issued by GACE. Must possess or have the ability to possess a minimum of a Level II (Certified Plan Reviewer) GASWCC Certificate.

### **PERFORMANCE APTITUDES**

#### **Data Utilization:**

Requires the ability to review, classify, categorize, prioritize, and/or analyze data. Includes exercising discretion in determining data classification, and in referencing such analysis to established standards for the purpose of recognizing actual or probable interactive effects and relationships.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Lead Code Enforcement Officer**

**Job Code:**

### **Human Interaction:**

Requires the ability to apply principles of persuasion and/or influence. Requires the ability to effectively train, mentor, provide guidance to, and counsel new and subordinate Code Enforcement Officers.

### **Equipment, Machinery, Tools, and Materials Utilization:**

Requires the ability to operate, maneuver and/or control the actions of equipment, machinery, tools, and/or materials used in performing essential functions.

### **Verbal Aptitude:**

Requires the ability to utilize a wide variety of reference, descriptive, and/or advisory data and information to all levels of civilians, officials, and staff.

### **Mathematical Aptitude:**

Requires the ability to perform addition, subtraction, multiplication and division; ability to calculate decimals and percentages; may include ability to perform mathematical operations with fractions; may include ability to compute discount, interest, profit and loss, ratio and proportion; may include ability to calculate surface areas, volumes, weights, and measures.

### **Functional Reasoning:**

Requires the ability to apply principles of rational systems; to interpret instructions furnished in written, oral, diagrammatic, or schedule form; and to exercise independent judgment to adopt or modify methods and standards to meet variations in assigned objectives.

### **Situational Reasoning:**

Requires the ability to exercise judgment, decisiveness and creativity in situations involving evaluation of information against measurable or verifiable criteria.

### **ADA COMPLIANCE**

### **Physical Ability:**



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Lead Code Enforcement Officer**

**Job Code:**

Tasks require the ability to exert moderate, though not constant physical effort, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and which may involve some lifting, carrying, pushing and/or pulling of objects and materials of moderate weight (12-20 pounds).

### **Sensory Requirements:**

Some tasks require the ability to perceive and discriminate visual cues or signals. Some tasks require the ability to communicate orally.

### **Environmental Factors:**

Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, wetness, humidity, temperature extremes, or traffic hazards.



## EFFINGHAM COUNTY BOARD OF COMMISSIONERS

**Job Title: Lead Code Enforcement Officer**

**Job Code:**

\*\* To comply with regulations by the American with Disabilities Act (ADA), the principal duties in job descriptions must be essential to the job. To identify essential functions, focus on the purpose and the result of the duties rather than the manner in which they are performed. The following definition applies: a job function is essential if removal of that function would fundamentally change the job.

DRAFT

## Staff Report

**Subject:** CRC Contract Amendment 2023-08.2  
**Author:** Jody Jones, Grants Coordinator presented by Mark W. Barnes  
**Department:** Finance Department  
**Meeting Date:** 3/21/23  
**Item Description:** Consideration to approve FY 2023 CRC Contract Amendment 2023-08.2.

### Summary Recommendation:

Staff is requesting consideration to approve FY 2023 CRC Contract Amendment 2023-08.2 for the FY 2023 grant budget.

### Executive Summary/Background:

1. The County has an existing contract with the Coastal Regional Commission (CRC) to provide for congregate and home delivered meals for fiscal year 2023.
2. The CRC contract amendment is attached as a result of a funding increase for CBS-State Home Delivered Meals in the amount of \$10,000.

### Alternatives for Commission to Consider:

1. Approve the Amended Contract for FY 2023.
2. Provide Staff with Direction

### Recommended Alternative:

Staff recommends Alternative number 1 – Approve the Amended Contract for FY 2023

### Other Alternatives:

N/A

### Department Review:

Finance

### Funding Source:

General Fund

### Attachments:

CRC Contract Amendment 2023-08.2.





*Serving the Cities and Counties of Coastal Georgia since 1964*

February 6, 2023

Mark W. Barnes, Finance Director  
601 North Laurel St.  
Springfield, GA 31329

**RE: Contract Amendment 2023-08.2**

Dear Mr. Barnes,

Enclosed is the second contract amendment for FY 2023. This Amendment is a result of a funding increase for Home Delivered Meals.

- Increase in CBS-State Home Delivered Meals in the amount of \$10,000.

Remember there is language in Section E of ANNEX A regarding the transfer of funds among counties in which you provide services. Please review this section carefully.

Please also remember that this is **ANNEX L** to your contract, which shall contain this and all future correspondence regarding contract amendments. Each Annex L letter will, with your signature, indicate your receipt and acknowledgment of the most recent changes to your contract with the Coastal Regional Commission Area Agency on Aging. Please replace the previous versions with these documents in your FY2023 contract:

1. Annex A – Statement of Work
2. Annex I – 4.2 Revenue Plan and Units/Persons Served

**After you have reviewed this amendment carefully, please sign both copies of this letter and other annexes where indicated, returning one copy to the CRC for our records.** Please return all documents to this office no later than **February 25, 2023**.

If you have any questions, please do not hesitate to contact Pamela Rogers at (912)514-1615

Sincerely,

Allen Burns  
CRC Executive Director

Annex L

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

**CONTRACTOR EXECUTION:**

\_\_\_\_\_  
Signature – Authorized Person

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name of Agency

\_\_\_\_\_  
Date Signed

**CRC EXECUTION:**

  
\_\_\_\_\_  
Signature – Executive Director

Allen Burns, Executive Director

\_\_\_\_\_  
Printed Name and Title

  
\_\_\_\_\_  
Signature – Chair, CRC Council

Jason Coley, Chair CRC Council  
\_\_\_\_\_  
Printed Name and Title

2-7-23  
\_\_\_\_\_  
Date Signed

Enclosures

CC: Pamela Rogers, Aging Services Director  
Lena Geiger, Finance Director

**Contract # 2023-08.2****STATEMENT OF WORK****I. CONTRACTOR DATA**

**Contractor:** Effingham County Commission

**Project:** Operation of a Senior Center with  
Congregate and Home Delivered Meals

**Contract Period:** July 1, 2022, through June 30, 2023

**Physical Address:** Effingham County Commission  
601 North Laurel St.  
Springfield, GA 31329

**Mailing Address:** Effingham County Commission  
601 North Laurel St.  
Springfield, GA 31329

**Financial Contact:** Mark W. Barnes, Finance Director  
601 North Laurel St.  
Springfield, GA 31329  
(912) 754-8011  
(912) 754-6097 (FAX)

**Programmatic Contact:** Theresa Johnson  
Effingham County Senior Center  
128 New Stillwell Road  
Springfield, GA 31329  
(912) 754-2138  
(912) 754-2152 (FAX)

## II. SUMMARY

### A. Purpose of Project

The purpose of the project is to operate a senior center in Effingham County that complies with Department of Human Services (DHS), Division of Aging Services (DAS) requirements and serves as a focal point for older individuals in the community. The senior center will serve a noon meal to senior center (congregate) participants and deliver a noon meal to participants of the home delivered meals (HDM) program.

Activities performed under this contract will be in compliance with all pertinent DHS DAS requirements, including procedural issuances, DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Section 206 related to senior center requirements and Section 304 related to nutrition service program guidelines and requirements), and any other current or forthcoming manual material or directives.

### B. Program Objectives

The program objectives are as follows:

1. To operate a senior center in Effingham County, including delivery of home delivered meals, for a minimum of 250 days per year, with a maximum of ten (10) holidays to be observed on dates approved by the Coastal Georgia Area Agency on Aging (AAA)
2. To operate a senior center for a minimum of six hours per day (8 a.m. to 2 p.m.)
3. To serve 11,036 **congregate meals**, a minimum of 5,000 congregate meals (units) at the center annually
4. To serve an average of at least 20 congregate meals/participants at each center daily with an overall goal of serving an average of 30+ clients daily.
5. To offer a minimum of two hours per day of planned activities with an overall goal to provide four or more hours of planned activities daily. These activities are in addition to nutrition education services, but may include recreation, exercise, health promotion/wellness, and medication management activities.
6. To offer planned activities in recognition of national observances relevant to older adults, (i.e. Older Americans Month, World Elder Abuse Awareness Day, and Alzheimer's Awareness Month).

7. To ensure the provision of at least one health promotion/wellness activity per month at the senior center. Health promotion/wellness activities include presentations regarding breast cancer, heart disease, diabetes, etc.
8. To ensure the provision of at least four medication management activities annually at the senior center. Medication management activities include "brown bag" seminars, GeorgiaCares presentations, pharmacists as guest speakers, etc.
9. To ensure the provision of a nutrition education session at least once monthly at the senior center. Each nutrition education session must last at least 15 minutes.
10. To ensure the provision of at least two exercise/physical fitness activities per week at the senior center. Physical fitness activities include walking, chair exercises, thera-band exercises, etc.
11. To ensure the provision of at least ten recreation activities per month at the senior center. Recreation activities include sports, the performing arts, games, and crafts, which are facilitated by the site manager or another instructor/provider. Each recreation activity must last at least 30 minutes.
12. To ensure the provision and documentation of quarterly fire drills and annual tornado drills at the center
13. To serve **18,874 home delivered meals** (units) in Effingham County annually.
14. To ensure the provision and documentation of nutrition education to home delivered meals participants at least monthly

### **C. Population to be Served**

While there are exceptions, congregate and home delivered meals participants must (1) be 60 years of age or over or (2) be the spouse of a participant, regardless of age. Home delivered meals participants must also have functional impairments that prevent them from participating in a congregate meals program, or be responsible for the care of a dependent, disabled person in the home, to the extent that they cannot leave the person to attend a congregate site. Preference will be given to those in greatest economic or social need, and emphasis will be placed on low-income minority individuals and rural elderly.

Detailed eligibility requirements (and exceptions) are not outlined in this Annex A. However, details of eligibility and priority of services for congregate and home delivered meals are outlined in Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Sections 304 and 304).

Centers must be safe and accessible for all eligible individuals and comply with the Americans with Disabilities Act requirements, relating to access, and any other relevant DAS standards or program requirements. (Requirements regarding safety and accessibility are outlined in Section 206.5.2 of the Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services.)

#### **D. Service Area**

The service area is Effingham County, Georgia.

#### **E. Staffing Requirement**

The contractor must employ at least one staff person to serve as the senior center site manager who will supervise and provide oversight for the center and will ensure all requirements are met. He/she must demonstrate appropriate knowledge and skills to work with an elderly population, general ability to complete required fiscal and programmatic reports in an accurate and timely manner, and ability to gather and report required client data in the manner specified by the AAA and/or the Division of Aging Services.

In the absence of a site manager (due to sick leave, personal leave, training attendance, etc.), another employee of the contractor must be present to supervise the center during the period of time that participants are in attendance.

#### **F. Food Service and Delivery**

Under a sub-contract arrangement, meals are prepared on a daily basis at the Effingham County Prison kitchen and are delivered to the senior center locations. Contractor staff at the senior center will be responsible for keeping food at the appropriate temperatures. Contractor staff will be responsible for serving the food at the center and for clean up after each meal.

The Food Service Manager at the Effingham County Prison is also responsible for individual packaging and delivery of home delivered meals to participants in the Home Delivered Meals program. The Prison will provide packaging material and will employ at least one staff person to deliver meals to the senior center and ensure that the state-required "holding" time of four hours is met. The last home delivered meal must be delivered (and the last congregate meal served) within four hours of food preparation. Volunteers should also be used to assist with meal packaging and/or delivery.

Contractor staff must comply with all nutrition program standards for food handling, processing, temperatures, food safety, and sanitation. Individuals serving food must wear hairnets and gloves. (Contractor staff continues to be responsible for food safety and temperatures when occasional picnic meals provided by the food vendor are served. If a meal is eaten at a restaurant during the course of a planned

trip, the restaurant staff and contractor staff share responsibility for food safety and temperatures.)

### **G. Required Service Days and Requests for Schedule Changes**

Home delivered meals must be delivered 250 days per year, and congregate services must be provided 250 days per year. Non-delivery due to holidays shall not exceed 10 days per contract year.

Requests for deviations from the normal operating schedule must be submitted to the AAA for approval at least two weeks prior to the planned event. Deviations include center closings, picnics, trips, restaurant meals, etc.

If the contractor wishes to allow occasional meals/barbeques, etc. provided by churches, banks, or other organizations, the events must be scheduled after the normal operating hours of the senior center. Aging funds will not be expended for these events. (Contractor staff and the agency providing the meal are responsible for food safety and temperatures.)

### **H. ADRC as Single Point of Entry**

The Coastal Georgia Area Agency on Aging is the single point of entry for aging programs, including congregate and home delivered meals services. Clients admitted into the programs shall be screened and referred to the contractor by the AAA's Aging Disability Resource Connection (ADRC) intake and screening staff via an electronic format. Contractor staff is responsible for submitting a completed client disposition form to the AAA ADRC within (5) five business days after receiving client referrals.

When the contractor receives inquiries about services or requests for Home Delivered Meals (HDM) services, the information must be forwarded to the AAA where ADRC staff will conduct telephone screening. In the event there is no waiting list for HDM, the AAA ADRC staff will conduct the telephone assessment and then forward all information to the Contractor so that services can be initiated.

When space is available for new participants at the senior center, the site manager may conduct the initial assessment and enter the client intake and assessment information into the DAS Data System (DDS). In the event the senior center is operating at capacity and cannot accept new participants, the site manager shall refer individuals to the AAA ADRC office for a telephone assessment and placement on a waiting list.

The contractor agrees to provide the AAA toll free telephone number (800-580-6860) to inquirers and encourage them to call the number for a telephone screening to identify their needs and for referral to the appropriate services.

## **I. Intake/Registration and Assessment/Reassessment**

Contractor staff is responsible for registering clients into the DAS Data System once services are initiated and for conducting client assessments and reassessments for participants in accordance with DAS guidelines. The Contractor will maintain a participant file for each home delivered and congregate client. The file will contain all pertinent forms and information related to the participant.

When a client's services are terminated (due to death, relocation, eligibility changes, etc.), Contractor staff is responsible for entering an "end date" in the client's DDS record indicating the date of and reason for the termination. Contractor staff is responsible for sending in a client disposition form within (5) five days after receiving the referral and/or termination of service.

## **J. Outreach Activities**

Contractor staff must conduct outreach activities with emphasis on identifying potential congregate and home delivered meals program participants who are among those in greatest social and economic need. All outreach activities must be documented, and the documentation must be filed and maintained at the Senior Center. Outreach activities may include, but are not limited to, public service announcements, flyers, presentations at local clubs and associations, and faith-based contacts.

## **K. Additional Contractor Staff Responsibilities**

In addition to contractor staff responsibilities specifically outlined in other sections of this Annex A, contractor staff must also:

- a. Solicit volunteers, as needed, to assist with operation of the senior center, provision of congregate meals and services, and delivery of home delivered meals. (Volunteer time may be utilized as in-kind local match.)
- b. Attend and participate in quarterly training and menu planning meetings conducted by the AAA.
- c. Maintain detailed and diverse calendar of activities. While the AAA recognizes that planned activities may change during any given month, the contractor shall submit said calendars to the AAA for review monthly, at least five (5) business days before the month begins.
- d. Complete program monitoring and evaluation (i.e., customer satisfaction) and document such evaluation. Contractor staff must submit an annual written report that summarizes evaluation findings, improvement goals, and an implementation plan.
- e. Attend training sessions scheduled by the AAA or the Division of Aging Services
- f. Assisting Coastal Georgia Area Agency on Aging staff with the maintenance of an up-to-date waiting list of potential congregate and home delivered meals participants



- g. Utilize a meal reservation system to ensure that wasted congregate and home delivered meals are kept at a minimum.
- h. Maintain at least one computer station for site manager and program participant use. Site manager shall maintain an active email account.

Contractor will cooperate with the AAA in the implementation of senior center re-design, evidence-based programming and the development and implementation of a volunteer program that supports our aging services delivery system. Contractor shall adopt best practices that utilize advances in technology relevant in the field of aging and beneficial to the clients we serve. Contractor will include goals in their annual report that support senior center re-design, evidence-based programs, volunteerism and technology.

#### **L. Site Council**

Senior center staff is responsible for the development of a senior center site council, consisting of senior center participants. The site council gives participants the opportunity to have input into activities and decisions that affect the senior center. The site council advises the staff on the needs and concerns of the participants; gives support and assists with site programs, services, and activities; and reviews meal preferences and complaints. The site council, with input from the site manager and contractor, is also responsible for decisions related to expending funds raised via participant fundraisers (bake sales, raffles, etc.). Site council minutes must be taken for all meetings and must reflect the decisions of the council.

#### **M. Availability of Technical Assistance**

The Coastal Regional Commission's AAA will provide guidance and technical assistance, as needed, to contractor staff. The AAA's Nutrition and Wellness Coordinator will be available to assist in the planning and organization of successful wellness programs and to assist staff in meeting medication management, wellness/health promotion, and exercise/physical fitness goals. The AAA will also provide assistance in meeting nutrition education requirements.

### **III. PROJECT MANAGEMENT**

#### **A. Program Management System**

The Effingham County Commission is a branch of the County government. The County Administrator is responsible for the overall performance of the project.

#### **B. Financial Management System**

The contractor maintains financial records in accordance with generally accepted accounting principles. The scope of their annual audit includes Generally Accepted Auditing Standards, Government Auditing Standards, and OMB Circular A-133. A copy of the annual audit will be submitted to the Coastal Regional Commission.

Complete supporting documentation is retained, including time sheets, benefits, travel expense reports, invoices, etc. Allowable costs and allocation of those costs are determined by state and federal regulations. All records relative to this program will be available to CRC staff (or the CRC's auditor) during regular office hours.

### **C. Invoicing (Monthly Reports)**

Payment for services rendered under this contract will be made on a unit cost basis. In keeping with generally accepted accounting principles, the contractor will invoice monthly, utilizing a monthly report form provided by the Coastal Regional Commission. The monthly report will be submitted to the CRC by the 7<sup>th</sup> working day of the month following the report month. The contractor will submit monthly congregate, and home delivered logs prepared by the senior center director/site manager or his/her designee to support the invoice (monthly report form). The monthly reports must be signed by the individual preparing the report (usually the site manager) and an authorized individual as identified below in Section IIIF of this Annex A. The contractor will review and ensure that the report, logs, and supporting documentation are correct, accurate, and in agreement, prior to submission. Incorrect or inaccurate monthly submissions will not meet the terms of this contract, will not be considered a timely submission, and will not be accepted for payment until corrected. The CRC reserves the right to request other supporting documentation.

### **D. Fund Source(s) and Match Requirements**

Title III (C1 and C2) Older Americans Act funding requires a local match of 10%. Social Service Block Grant (SSBG) funding requires a local match of 12%. AoA Nutrition Services Incentive Program (NSIP) and Community Based Services (CBS) funding does not require a local match.

The contractor will furnish the required local match. Local match will be expended/recorded by the contractor monthly in an amount not less than 10% of the total monthly Title III (C1 and C2) expenditures and not less than 12% of the total monthly SSBG expenditures. (See Annex I)

### **E. Budget**

The total amount of this contract is **\$302,799.46** including local match, program income and other local funds.

This is a unit cost contract, and the unit cost is:

- **\$11.31 for congregate meals**
- **\$9.43 for home delivered meals**

For information purposes, the Uniform Cost Methodology Spreadsheet used to establish this unit cost is on file at the CRC and is attached as Annex H. The maximum amount paid to the contractor will be the total federal and state funds as specified in Section IIID of this Annex A. No additional funds will be paid, regardless of the number of units provided. Additional costs are the responsibility of the contractor.

If the contract amount increases or decreases, a formal modification, signed by the CRC Executive Director, is required.

**F. Person(s) Authorized to Sign Monthly Reports (Invoices)**

The following person(s) are authorized to sign the Monthly Report Form:

_____ Typed or Printed Name	_____ Title	_____ Signature
_____ Typed or Printed Name	_____ Title	_____ Signature
_____ Typed or Printed Name	_____ Title	_____ Signature

# Effingham County Senior Citizens Center

FY23-2

Annex I

Fund Source		Federal	State	Match	Total	Program Income	Other Source	Total Amount	Units	Unit Cost # Served
<b>Service: Home Delivered Meals</b>										
ARPA Home Delivered Meals (Unit Cost)		\$28,247.63	\$2,990.93	\$1,993.95	\$33,232.51	\$0.00	\$0.00	\$33,232.51	3,524	\$9.43
CBS - HCBS State (Unit Cost)		\$0.00	\$21,701.00	\$0.00	\$21,701.00	\$0.00	\$0.00	\$21,701.00	2,301	\$9.43
NSIP - State (Unit Cost)		\$0.00	\$26,840.00	\$0.00	\$26,840.00	\$0.00	\$0.00	\$26,840.00	2,846	\$9.43
OAA Title III C2 - Home Delivered Meals (Unit Cost)		\$77,615.24	\$4,565.60	\$9,131.21	\$91,312.05	\$4,900.00	\$0.00	\$96,212.05	10,203	\$9.43
Other (Unit Cost)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,912.61	\$0.00	0	\$9.43
<b>Service Total:</b>		<b>\$105,862.87</b>	<b>\$56,097.53</b>	<b>\$11,125.16</b>	<b>\$173,085.56</b>	<b>\$4,900.00</b>	<b>\$5,912.61</b>	<b>\$177,985.56</b>	<b>18,874</b>	<b>75</b>
<b>Program: HCBS - Senior Centers</b>										
<b>Service: Congregate Meals</b>										
ARPA Congregate Meals (Unit Cost)		\$18,782.01	\$1,988.68	\$1,325.79	\$22,096.48	\$0.00	\$0.00	\$22,096.48	1,954	\$11.31
CBS - HCBS State (Unit Cost)		\$0.00	\$9,130.00	\$0.00	\$9,130.00	\$0.00	\$0.00	\$9,138.48	808	\$11.31
NSIP - State (Unit Cost)		\$0.00	\$13,734.00	\$0.00	\$13,734.00	\$0.00	\$0.00	\$13,741.65	1,215	\$11.31
OAA Title III C1 - Congregate Meals (Unit Cost)		\$56,964.00	\$3,351.00	\$6,701.00	\$67,016.00	\$5,600.00	\$0.00	\$72,621.51	6,421	\$11.31
Other (Unit Cost)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,215.78	\$7,215.78	638	\$11.31
<b>Service Total:</b>		<b>\$75,746.01</b>	<b>\$28,203.68</b>	<b>\$8,026.79</b>	<b>\$89,880.00</b>	<b>\$5,600.00</b>	<b>\$7,215.78</b>	<b>\$124,813.90</b>	<b>11,036</b>	<b>49</b>
<b>Provider Total:</b>		<b>\$181,608.88</b>	<b>\$84,301.21</b>	<b>\$19,151.95</b>	<b>\$262,965.56</b>	<b>\$10,500.00</b>	<b>\$13,128.39</b>	<b>\$302,799.46</b>	<b>799</b>	<b>124</b>

Item IX. 6.

Report Description: This report lists AAA state fiscal year budget for fund sources as allocated by federal, state or local m

## Staff Report

**Subject:** ACCG-GSIWCF Online Driver Training Incentive Grant Program  
**Author:** Jody Jones, Grants Coordinator presented by Mark W. Barnes  
**Department:** Finance Department  
**Meeting Date:** 3/21/23  
**Item Description:** Consideration to ratify and affirm submittal of a grant application to, and acceptance of a grant award from, ACCG-GSIWCF Online Driver Training Incentive Grant Program

### Summary Recommendation:

Staff is requesting ratification of the grant application and acceptance of the award from the ACCG-GSIWCF Online Driver Training Incentive Grant Program.

### Executive Summary:

The ACCG-GSIWCF Online Driver Training Incentive Grant Program was awarded to the Effingham County Sheriff's Office because at least 80% of their drivers completed the Georgia Public Safety Training Center's 4-hour course, The Essentials of Law Enforcement Driving: Hazards & Controls. The course included many different topics: due regard, decision-making, vehicle and driver limitations, emergency response, intersection clearing, defensive driving tactics, and much more.

### Background:

1. The Effingham County Sheriff's Office applied for this grant.
2. The awarded funding amount is \$989.70.
3. There is no cost share requirement.

### Alternatives for Commission to Consider:

1. Approve the ratification of the ACCG-GSIWCF grant application and accept the award.
2. Do not ratify the ACCG-GSIWCF grant application and grant award.
3. Provide Staff with Direction

### Recommended Alternative:

1. Staff recommends Alternative number 1 – Approve the ratification of the ACCG-GSIWCF grant application and accept the award.

### Other Alternatives:

N/A

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

Finance, ECSO

**Funding Source:**

No cost share requirement.

**Attachments:**

ACCG-GSIWCF grant award letter.



191 Peachtree Street NE  
Suite 700  
Atlanta, Georgia 30303  
p 800.858.2224  
f 404.522.1897  
[accg.org](http://accg.org)

Item IX. 7.

February 3, 2023

Honorable Jimmy McDuffie, Sheriff  
Effingham County Sheriff's Office  
P.O. Box 1015  
Springfield, GA 31329

Re: ACCG-GSIWCF Online Driver Training Incentive Grant Program

Dear Sheriff McDuffie:

**Congratulations!**

ACCG, Georgia's County Association, is pleased to announce that the Effingham County Sheriff's Office has been awarded an *Online Driver Training Incentive Grant* in the amount of **\$989.70**. The check is being sent to the County's Insurance Contact, who should release the funds to the Sheriff's Office based on the grant application submitted by the first person copied below. These funds are provided as a reimbursement for training materials and/or equipment noted on the application and purchased by the Sheriff's Office for the purpose of reducing employees' on-the-job injuries, including those arising out of vehicle operations.

This grant was awarded to the Sheriff's Office because *at least* 80% of your drivers completed the Georgia Public Safety Training Center's 4-hour course, The Essentials of Law Enforcement Driving: Hazards & Controls. The course includes many different topics: due regard, decision-making, vehicle and driver limitations, emergency response, intersection clearing, defensive driving tactics, and much more. Those that completed the free training also received POST credit.

Your commitment and your officers' commitment to exercising safe driving skills is key to preventing auto accidents, which reduces the possibility of injury to you, your employees, and others as well as damage to your vehicles. This could have a positive impact on the cost of coverage, too, allowing those dollars to be saved and/or better spent elsewhere.

If you have any questions or comments regarding the *Online Driver Training Incentive Grant Program*, please contact me at (404) 589-7828.

Sincerely,

Ashley H. Abercrombie, CPCU  
Director of Property & Casualty Programs

cc: Nancy Gillenwater, Office Manager  
The Honorable Wesley Corbitt, Chairman  
**Ms. Sarah Mausolf, H R Director - County's Insurance Contact**



**For more information, contact:**

Item IX. 7.

Schuyler Harding  
ACCG Communications Director  
Office: (404) 589-7808  
Cell: (404) 780-1954  
Email: [sharding@accg.org](mailto:sharding@accg.org)

## NEWS RELEASE

### **FOR IMMEDIATE RELEASE**

#### **EFFINGHAM COUNTY RECEIVES EMPLOYEE SAFETY GRANT FROM ACCG INSURANCE PROGRAMS**

**Effingham County, GA. ( February 2023 )** - Effingham County's Sheriff's Office was recently awarded an *Online Driver Training Incentive Grant* from the ACCG - Group Self-Insurance Workers' Compensation Fund (ACCG-GSIWCF). This grant was awarded to the Sheriff's Office because at least 80% of their drivers completed the Georgia Public Safety Training Center's 4-hour course, The Essentials of Law Enforcement Driving: Hazards & Controls. Officers also received 4 credit hours for completing the course.

The grant funds will provide financial assistance to the Sheriff's training department for the purpose of reducing employees' on-the-job injuries, including those arising out of vehicle operations. Items eligible for reimbursement include any training materials or equipment, including TVs, computers, videos, and video cameras.

The Georgia Sheriffs' Association (GSA), Association County Commissioners of Georgia (ACCG) Insurance Programs, and Local Government Risk Management Services (LGRMS) partnered to develop this online defensive driver training course. The course is based on content created by LGRMS and includes sheriffs and officers from across Georgia. The Sheriff's and officers' commitment to exercising safe driving skills is key to preventing auto accidents, which helps reduce the cost of workers' compensation, auto liability and physical damage coverage.

The ACCG-GSIWCF provides workers' compensation insurance to more Georgia county governments than all other insurers combined and has assets of approximately \$260 million. Since 1985, the program has returned \$114 million in dividends to the membership. For more information, go to [www.accginsurance.org](http://www.accginsurance.org).

###



## Staff Report

**Subject:** Approval of the Third Amendment to the Lease between Effingham County and Renasant Bank

**Author:** Alison Bruton, Purchasing Agent

**Department:** County Manager

**Meeting Date:** March 21, 2023

**Item Description:** Third Amendment to the Lease between Effingham County and Renasant Bank

**Summary Recommendation:** Staff recommends Approval of the Third Amendment to the Lease between Effingham County and Renasant Bank

### Executive Summary/Background:

- Effingham County and Renasant Bank entered into a lease agreement on December 30, 2019 for an initial term of three (3) years ending on December 30, 2022. Through the First and Second Amendments, the Lease has been extended through June 30, 2023.
- Renasant is requesting the Third Amendment be approved extending the lease through August 31, 2023, giving an additional two months. The monthly rental rate is \$5,833.33.
- Except what is specifically amended in the Third Amendment, all other provisions, conditions, and terms of the Lease remain unchanged.

### Alternatives for Commission to Consider

1. Approval of the Third Amendment to the Lease between Effingham County and Renasant Bank
2. Take no action

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** County Manager

**Funding Source:**

**Attachments:** Third Amendment to Lease

### **THIRD AMENDMENT TO LEASE**

This **THIRD AMENDMENT TO LEASE** (“the Third Amendment”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), between **The Board of Commissioners of Effingham County, Georgia** (“Landlord”), and **Renasant Bank, a Mississippi banking corporation** (“Tenant”), under the following circumstances:

A. Landlord and Tenant are parties to that certain Lease Agreement dated December 30, 2019 which had a term of three (3) years ending on December 30, 2022 (the “Lease”) as amended by that certain First Amendment to Lease dated June 21, 2022 (the “First Amendment”), as further extended by Tenant’s exercise of an Option to Extend via letter dated July 14, 2022 (the “Option”), and as further extended by that Second Amendment to Lease dated January 3, 2023 (the “Second Amendment”) (Lease, First Amendment, Option and Second Amendment collectively referred to herein as the “Lease”).

B. The Lease is set to expire on June 30, 2023.

C. By this Third Amendment, Landlord and Tenant desire to extend the term of the Lease.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements in this Third Amendment, the parties agree as follows:

1. Extension of Lease Term. That the Lease Term, rather than expiring on June 30, 2023, shall be and hereby is extended an additional two (2) months and will now terminate on August 31, 2023 (the “Extended Lease Term”). All terms and conditions for the Extended Lease Term shall be the same as present in the Lease except as modified in this Third Amendment. The monthly base rental due from Tenant to Landlord for the Extended Lease Term shall be Five Thousand Eight Hundred Thirty-three and 33/100 (\$5,833.33) Dollars per month

2. Incorporation of Terms of the Lease. Except as specifically modified or amended in this Third Amendment, the provisions, conditions and terms of the Lease remain unchanged and are in full force and effect for the remainder of the Extended Term any further extension thereof, if exercised. All capitalized terms used in this Third Amendment but not defined herein have the meanings given in the Lease.

3. **Miscellaneous**. This Third Amendment is deemed to be incorporated into the Lease by reference as of the date of this Third Amendment. To the extent the provisions of this Third Amendment are inconsistent with the Lease, the terms of the Third Amendment shall control. This Third Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Furthermore, the parties agree that this Amendment and/or its counterpart may be delivered by facsimile or electronic transmission in a PDF format and that delivery of an executed copy hereof by facsimile or electronic transmission in a PDF format shall constitute

delivery of an original and shall be binding upon the delivery party in the same manner as a manual signature.

**IN WITNESS WHEREOF**, Landlord and Tenant have duly executed this Third Amendment the day and year written by the signatures of their representatives below.

LANDLORD:

**The Board of Commissioners of  
Effingham County, Georgia**

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

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

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

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

TENANT:

**RENASANT BANK**

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

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

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

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

## Staff Report

**Subject:** 2<sup>nd</sup> Reading Zoning Map Amendment  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** March 21, 2023  
**Item Description:** **The Ratchford Firm** as Agent for **Stefanos Land Holding, LLC** requests a **conditional use** to permit a Shipping Container Facility on Old River Road, zoned I-1. **Map# 305 Parcel# 4B**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request for a **conditional use** to permit a Shipping Container Facility on Old River Road, with conditions.

### Executive Summary/Background

- Pursuant to *Section 5.12.1B Heavy Industrial Conditional Uses*, a Shipping Container Facility (as provided for in *Section 3.16A Shipping Container Facility*) may be permitted in I-1, on a conditional basis, with consideration of the following:
  - *The effect the proposed activity will have on traffic flow along adjoining streets; Ingress and egress to the property;*
    - A Traffic Study is required. Driveway access will be on Old River Road.
  - *The number, size and types of signs proposed for the site; The amount and location of open space; Protective screening, either natural vegetation and/or berms, and fencing, to screen the use from public view; Hours and manner of operation; Outdoor lighting;*
    - Guidance on signage, buffers, and hours of operation is provided in Section 3.16A. Lighting is regulated by section 5.12.4.4. Open space is not required in industrial development.
  - *Compatibility with surrounding land use;*
    - Parcels nearby/across Old River Road are zoned for commercial and industrial use.
  - *The effect of noise, dust, debris or other external impacts of the use on the surrounding uses.*
    - Noise impacts are regulated by section 5.12.2.2(n).
- At the February 22, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval, with conditions:
  1. Stacking of shipping containers is prohibited.
  2. Land disturbance and site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
  3. All wetlands impacts must be approved and permitted by USACE and the Jurisdictional Determination must be submitted during the site development plan review process.
  4. Site development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts** and **Section 3.16A Shipping Container Facility**.
  5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
- The motion was seconded by Mr. Ryan Thompson, and carried unanimously.
- At the March 7, 2023 Board of Commissioners meeting, Commissioner Forrest Floyd made a motion for approval, with the following additional stipulations:
  6. The vegetative area of 305-4B, which is identified by the sketch plan as wetlands, and runs parallel to Old River Road, shall not be disturbed and is to remain as an internal buffer.
  7. No more than 80 containers shall be stored, or otherwise stationary, within the area of conditional use.
  8. Access shall be permitted solely via Old River Road.
  9. Signage shall be erected to direct truck entry and exit.
- The motion was seconded by Commissioner Roger Burdette, and carried unanimously.

## Alternatives

1. **Approve** the request of a **conditional use** to permit a Shipping Container Facility, with the following conditions:

1. Stacking of shipping containers is prohibited.
2. Land disturbance and site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention**.
3. All wetland impacts must be approved and permitted by USACE, and the Jurisdictional Determination must be submitted during the site development plan review process.
4. Site development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts** and **Section 3.16A Shipping Container Facility**.
5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements**.
6. The vegetative area of 305-4B, which is identified by the sketch plan as wetlands, and runs parallel to Old River Road, shall not be disturbed and is to remain as an internal buffer.
7. No more than 80 containers shall be stored, or otherwise stationary, within the area of conditional use.
8. Access shall be permitted solely via Old River Road.
9. Signage shall be erected to direct truck entry and exit.

1. **Deny** the request of a **conditional use** for a Shipping Container Facility.

**Recommended Alternative:** 1

**Department Review:** Development Services

**Attachments:** 1. Zoning Map Amendment

**Other Alternatives:** 2

**FUNDING:** N/A

AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
305- 4B

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
305-4B

AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

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

WHEREAS, THE RATCHFORD FIRM AS AGENT FOR STEFANOS LAND HOLDING, LLC has filed an application for a conditional use to allow for a container storage facility; map and parcel number 305-3&4B, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on March 7, 2023 and notice of said hearing having been published in the Effingham County Herald on February 8, 2023; and

WHEREAS, a public hearing was held before the Effingham County Planning Board, notice of said hearing having been published in the Effingham County Herald on February 1, 2023; and

IT IS HEREBY ORDAINED THAT a conditional use to allow for a container storage facility; map and parcel number 305-3&4B, located in the 1<sup>st</sup> commissioner district, is approved, with the following conditions:

1. Stacking of shipping containers is prohibited.
2. Land disturbance and site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Chapter 34 - Flood Damage Prevention.**
3. All wetlands impacts must be approved and permitted by USACE and the Jurisdictional Determination must be submitted during the site development plan review process.
4. Site development plans must meet the requirements of **Section 5.12 I-1 Industrial Districts** and **Section 3.16A Shipping Container Facility.**
5. A traffic study must be submitted during the development plan review process, per **Effingham County Traffic Study Requirements.**
6. The vegetative area of 305-4B, which is identified by the sketch plan as wetlands, and runs parallel to Old River Road, shall not be disturbed and is to remain as an internal buffer.
7. No more than 80 containers shall be stored, or otherwise stationary, within the area of conditional use.
8. Access shall be permitted solely via Old River Road.
9. Signage shall be erected to direct truck entry and exit.

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

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

BOARD OF COMMISSIONERS  
EFFINGHAM COUNTY, GEORGIA

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

ATTEST:

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

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

## Staff Report

**Subject:** Sketch Plan (First District)  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** March 21, 2023  
**Item Description:** **The Ratchford Firm** as Agent for **Stefanos Land Holding, LLC** requests approval of a **sketch plan** for a Shipping Container Storage Facility on Old River Road, zoned **I-1**. **Map# 305 Parcels# 3,4,4A,4B Map# 305A Parcel# 46,47**

## Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for a Shipping Container Storage Facility on Old River Road.

## Executive Summary/Background

- The request for approval of a sketch plan is a requirement of Section 5.1 – Sketch Plan.  
*The purpose of a sketch plan is to provide both the applicant and the county an opportunity to review the proposed development before significant financial resources have been invested. Therefore, the sketch plan does not require the certification of an engineer, surveyor, or other professional. Existing features, including water bodies, wetlands, and flood zone limits, are required to be surveyed for the sketch plan.*
- Pursuant to Sec. 3.16A, a shipping container facility is a heavy industrial use. A 300' undisturbed vegetative buffer (or combination of berm and buffer) is required.
- Old River Road is not a designated truck route. However, the proposed development is close to the I-16 interchange. A Traffic Study is required for the conditional use, as part of the development review.
- The site will be served by private well and septic system. A single entrance to Old River Road is planned.
- These parcels are in flood zone AE. A CLOMR or CLOMA application to FEMA will be required, to authorize fill to build the site above the base flood elevation.
- The parcels must be recombined, in order for the requirement for internal buffers to be eliminated.
- At the February 22, 2023 Planning Board meeting, Mr. Brad Smith made a motion for approval, with conditions:
  1. The proposed shipping container facility has met requirements for a conditional use, and has been approved by the Board of Commissioners
  2. A recombination plat must be approved by Development Services, and be recorded, before site development plans are submitted.
  3. A CLOMR or CLOMA application to FEMA will be required, if applicable, to authorize fill to build the site above the base flood elevation.
  4. The proposed driveway shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).
- The motion was seconded by Mr. Ryan Thompson, and carried unanimously.
- At the March 7, 2023 Board of Commissioners meeting, Commissioner Forrest Floyd made a motion to table until the March 21, 2023 Board of Commissioners meeting.
- The motion was seconded by Commissioner Roger Burdette, and carried unanimously.

## Alternatives

**1. Approve** the **sketch plan** for a Shipping Container Storage Facility on Old River Road, with the following conditions:

1. The proposed shipping container facility has met requirements for a conditional use, and has been approved by the Board of Commissioners.
2. A recombination plat must be approved by Development Services, and be recorded, before site development plans are submitted.

3. A CLOMR or CLOMA application to FEMA will be required, if applicable, to authorize fill to build to above the base flood elevation.
4. The proposed driveway shall meet the requirements of the **Access Management and Encroachment Regulations for Effingham County Roads** (rev. 2022).

**2. Deny** the **sketch plan** for a Shipping Container Storage Facility on Old River Road.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Sketch Plan Application 2. Aerial Photograph 3. Sketch Plan



# EFFINGHAM COUNTY

## SKETCH PLAN SUMITTAL FORM

**OFFICIAL USE ONLY**

Date Received: \_\_\_\_\_ Project Number: \_\_\_\_\_ Classification: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Proposed Name of Subdivision N/AName of Applicant/Agent The Ratchford Firm, Agent Phone 912-754-7800Company Name Stefanos Land Holding, LLCAddress 1575 Hwy 21 South, Springfield, GA 31329Owner of Record Stefanos Land Holding, LLC Phone 912-754-7800Address 201 Redan Dr, Savannah, GA 31410Engineer Jared Mock, P.E. Maxwell-Reddick and Associates Phone 912-489-7112Address 40 Joe Kennedy Blvd, Statesboro, GA 30458Surveyor Jared Mock, P.E. Maxwell-Reddick and Associates Phone 912-489-7112Address 40 Joe Kennedy Blvd, Statesboro, GA 30458Proposed water N/A Proposed sewer N/ATotal acreage of property 48.00+/- Acreage to be divided N/A Number of Lots Proposed 1Current Zoning I-1 Proposed Zoning I-1, COND. USE Tax map – Block – Parcel No 305-3 305A-46 305A-47  
305-4B 305-4 305-4A

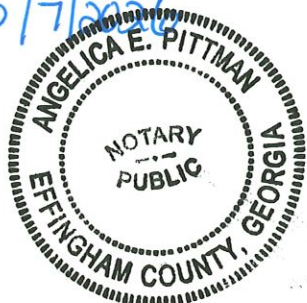
Are any variances requested? \_\_\_\_\_ If so, please describe: \_\_\_\_\_

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 10th day of January, 2023

Notary

Angelica E. Pittman  
Exp. 5/7/2026



Applicant

Owner

# EFFINGHAM COUNTY

## SKETCH PLAN CHECKLIST

**OFFICIAL USE ONLY**

Subdivision Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Date Received: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

The following checklist is designed to inform applicants of the requirements for preparing sketch plans for review by Effingham County. Applicants should check off items to confirm that it is included as part of the submission. **CHECKLIST ITEMS OMITTED CAN RESULT IN THE APPLICATION BEING FOUND INCOMPLETE AND THEREFORE DELAY CONSIDERATION BY THE BOARD.** This checklist must be submitted with the application.

Office Use	Applicant Use
<b>(a) Project Information:</b>	
	Y 1. Proposed name of development.
	Y 2. Names, addresses and telephone numbers of owner and applicant.
	Y 3. Name, address and telephone number of person or firm who prepared the plans.
	Y 4. Graphic scale (approximately 1"=100') and north arrow.
	Y 5. Location map (approximately 1" = 1000').
	Y 6. Date of preparation and revision dates.
	N 7. Acreage to be subdivided. * Recombine all parcels
<b>(b) Existing Conditions:</b>	
	Y 1. Location of all property lines.
	Y 2. Existing easements, covenants, reservations, and right-of-ways.
	Y 3. Buildings and structures.
	Y 4. Sidewalks, streets, alleys, driveways, parking areas, etc.
	N 5. Existing utilities including water, sewer, electric, wells and septic tanks.
	Y 6. Natural or man-made watercourses and bodies of water and wetlands.
	Y 7. Limits of floodplain.
	Y 8. Existing topography.
	Y 9. Current zoning district classification and land use.
	N 10. Level Three Soil Survey (if septic systems are to be used for wastewater treatment).
<b>(c) Proposed Features:</b>	
	Y 1. Layout of all proposed lots.
	Y 2. Proposed new sidewalks, streets, alleys, driveways, parking areas, etc (to include proposed street/road names).
	Y 3. Proposed zoning and land use.
	Y 4. Existing buildings and structures to remain or be removed.
	Y 5. Existing sidewalks, streets, driveways, parking areas, etc., to remain or be removed.
	N 6. Proposed retention/detention facilities and storm-water master plan.

N	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
Y	8. Water distribution infrastructure master plan.    **fire hydrant on public right of way

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

This 16th day of January, 2023

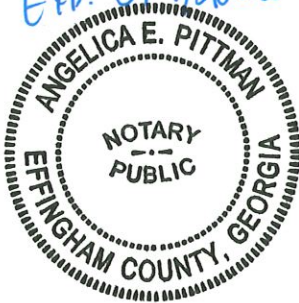
Notary

Angelica E. Pittman  
Exd. 5/7/2026

Applicant

Owner

[Signature]  
Stephen Card Valley, LLC







**EOM Operations**  
*Your solution to a better tomorrow*

Item X. 2.

January 17<sup>th</sup>, 2023

Jared Mock, P.E.  
Maxwell-Reddick & Associates  
40 Joe Kennedy Blvd., Statesboro, GA 30458  
Statesboro, GA 30458

Dear Mr. Mock,

I am pleased to provide you with a review of the Sketch Plan for 'Stefanos Container Storage'..

#### **LDA Plan Review**

Submittal Documents                      Sketch Plan.....Jan. 2023

#### Comments:

1. The Effingham County Access Management Policy is to utilize the GDOT Regulations for Driveway and Encroachment Control – Chapter 3 for all roadways classified as collector or higher. This would result in a required 275 ft separation between Edgewater Drive and the proposed driveway (for a 50 mph road). Currently, the space between Edgewater Drive and the proposed driveway is 230 ft.
2. The Sketch Plan annotates Old River Rd as 45 mph, however it is my understanding that there is a 50 mph sign in proximity to the parcel.
3. The intersection sight distances shown on the sketch plan needs to be calculated using the correct inputs for the scenario. Utilizing the formula  $ISD = 1.47 * V(\text{mph}) * t(\text{seconds})$ , where  $V(\text{mph})$  is equal to the design speed of the major roadway and  $t(\text{seconds}) = 11.5$  seconds for left turn from stopped minor road & 10.5 seconds for right turn from minor road. The time gap,  $t(\text{seconds})$ , applies to a combination truck.
4. The following items will be required when applicant is pursuant to a Land Disturbing Activity Permit (required due to 1+ ac of earthwork):
  - a. GSWCC Approval of the Erosion, Sedimentation, and Pollution Control Plans.



480 Edsel Drive, Ste 100  
Richmond Hill, GA 31324



[www.eomworx.com](http://www.eomworx.com)



Ph: 912.445.0050  
F: 912.756.5882



## EOM Operations

*Your solution to a better tomorrow*

OPERATIONS

Item X. 2.

- b. USACE Jurisdictional Determination. If Wetlands are found to be jurisdictional and proposed work will encroach on wetland area, then a USACE Permit for Wetland Impacts would be required.
  - c. Stormwater Management Report meeting the minimum criteria outlined by the Effingham County Stormwater Management Local Design Manual, GSMM Vol 2, & Coastal Supplement to the GSMM.
  - d. Cut and Fill Calculations for 100-yr Flood Zone. In AE Zones, No encroachments, including fill material, new structures or substantial improvements shall be located within areas of special flood hazard, unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles.
  - e. For developments greater than five acres, base flood elevation data shall be provided for subdivision and all other proposed development, including manufactured home parks and subdivisions. Any changes or revisions to the flood data adopted herein and shown on the FIRM shall be submitted to FEMA for review as a conditional letter of map revision (CLOMR) or conditional letter of map amendment (CLOMA), whichever is applicable. More clearly delineate the required zoning buffers.
5. The following items will be required when applicant is pursuant to a Development Permit (required due to 5,000+ sf impervious area):
- a. All requirements of Land Disturbing Activity Permit.
  - b. Technical Traffic Memorandum, which calculates the expected peak hour trips.
  - c. Staking Plan with proposed parking/storage spaces and dimensions allowing for internal truck movement.
  - d. Paving & Grading Plan
  - e. Construction Details for proposed pavement and grading sections (Effingham County Standard Specifications – Heavy Duty Paving Section Detail for entrance), stormwater management features (outlet control structure, emergency overflow weir, pipe bedding, etc).

Sincerely,

*Trevor Shoemaker*

**Trevor Shoemaker**

Project Manager

EOM

CC: Teresa Concannon, AICP; Planning Manager - Effingham County  
Chelsie Fernald, AICP; Planner - Effingham County  
Liberto Chacon, PE; Sr. Vice President - EOM



480 Edsel Drive, Ste 100  
Richmond Hill, GA 31324



[www.eomworx.com](http://www.eomworx.com)



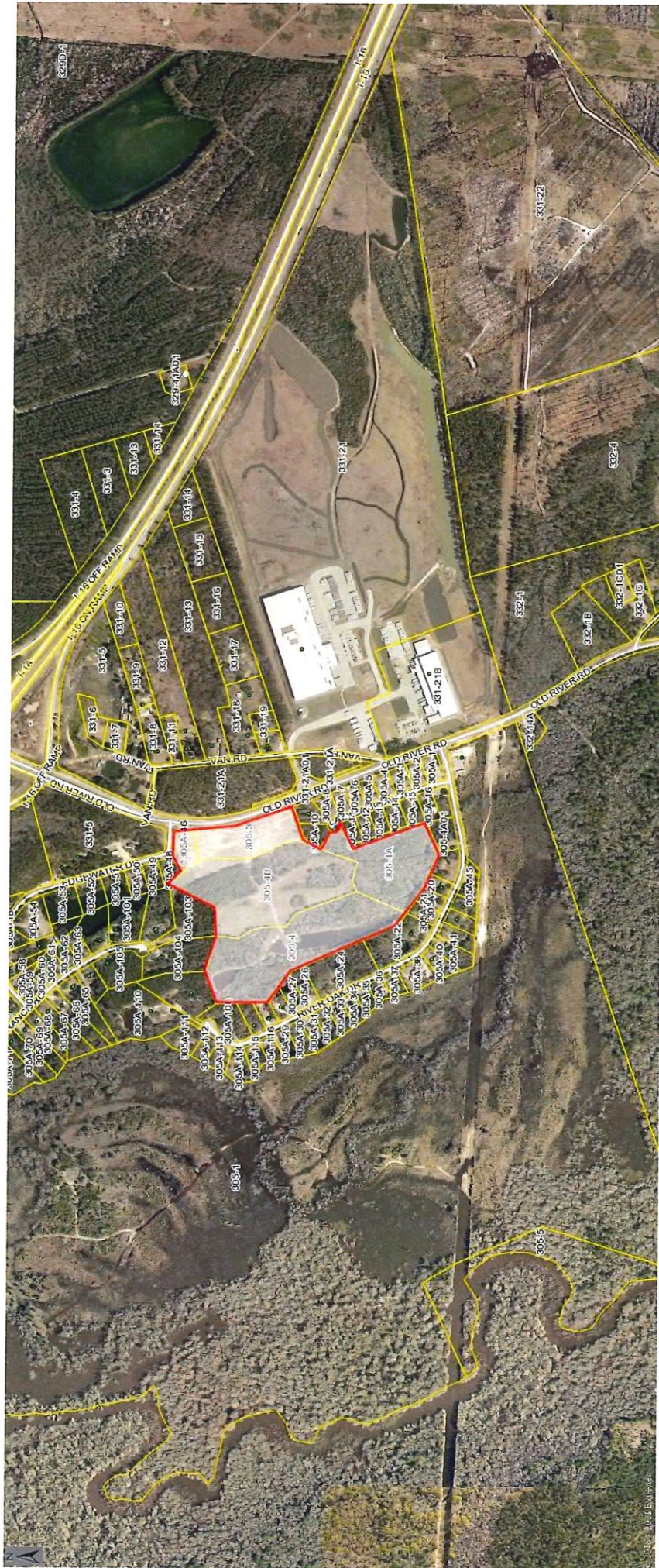
Ph: 912.445.0050  
F: 912.756.5882







# 305-3&4, 305-4A&4B, 305A-46&47

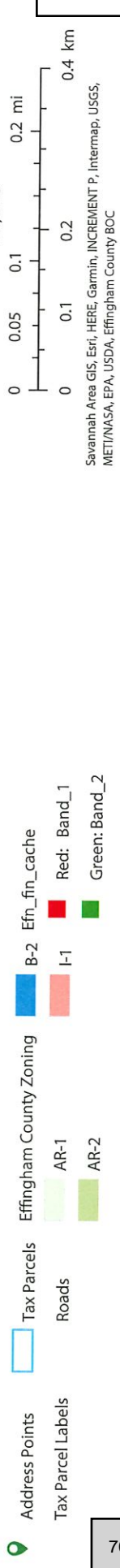




305-3&4, 305-4A&4B, 305A-46&47



1/10/2023





## Staff Report

**Subject:** Tax Refund Request

**Author:** Neal Groover

**Department:** Tax Assessor

**Meeting Date:** March 23, 2023

**Item Description:** Tax Refund Request

### **Summary Recommendation:**

Chief Appraiser is recommending denial for request

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

- Pearl Intermodal (Manning Graham) Manager is requesting tax refund due to zoning error in our CAMA system.
- We value based on the principle of Highest & Best use regardless of zoning. Which is an opinion of value not a factual error.
- Pearl Intermodal failed to appeal during the 45-day period per our attorney Chris Rouse

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

1. Deny Pearl Intermodal request for a tax refund. There are no alternative recommended based on advice from legal counsel.

### **Recommended Alternative: 1**

### **Other Alternatives: None**

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

Tax Assessor, Board of Commissioners

### **Funding Source:**

All Tax Districts

### **Attachments:**

Email from Chris Rouse, Property Record Card, 2022 Assessment Notice



# Tax Refund Request

Please review the Effingham County Ad Valorem Tax Refund Policy carefully. All taxes on the parcel in question must be paid in full prior to making a refund request. Refund request must be made within three (3) years of the tax payment. This form must be completely filled out.

Tax Payer Name: Pearl Intermodal, Manning Graham (Manager)  
 Mailing Address: 625 Chimney Rd. Kinston, GA 31326  
 Phone: 912-655-1622

Parcel Information (Information on parcel(s) to which refund is requested)

Parcel ID# (PIN#): 04760004E00

Taxes Paid Date: DEC. 20, 2022

Amount Tax Due: 31,321.07

Amount Tax Paid: 31,321.07

Physical Address of Parcel: old Augusta Rd.

Summary Statement (Please provide factual or legal error which have resulted in erroneous or illegal taxation)

Effingham County Tax Assessor office had the property zoned I-1 in error. As a result we were taxed at the industrial property tax rate for the full 33.5 acres. When brought to their attention they changed it back to AR-1.

I would like to Request a Conference/Hearing with:

☒ Board of Commissioners

Was the property appealed to:

☐ Board of Equalization

☐ Board of Assessors

☐ Superior Court

Result: N/A never received property tax assessment in mail

Tax Payer Signature: Pearl Intermodal Date: 3/4/23

Please attach any additional information that you believe would be helpful to this Request Form and submit by mail or hand delivery to the Clerk of the Effingham County Board of Commissioners at the address listed below.

**Request form shall be mailed to:**

**Effingham County Board of Commissioners**

**County Clerk**

**601 North Laurel Street**

**Springfield, GA 31329**

## Official Tax Matter - 2022 Tax Year

This correspondence constitutes an official notice of ad valorem assessment for the tax year shown above.

**Annual Assessment Notice Date:** "June 13, 2022"

**Last date to file a written appeal:** "July 28, 2022"

**\*\*\* This is not a tax bill - Do not send payment \*\*\***

County property records are available online at: [qpublic.net/ga/effingham/](http://qpublic.net/ga/effingham/)

\*\*\*\*\*AUTO\*\*5-DIGIT 31312  
11952632 9997-RNA 15503 1 1 3

PEARL INTERMODAL LLC  
ATTN MANNING GRAHAM MANAGER  
625 CHIMNEY RD  
RINCON GA 31326-5536



The amount of your ad valorem tax bill for the year shown above will be based on the **Appraised** (100%) and **Assessed** (40%) values specified in **BOX 'B'** of this notice. **You have the right to submit an appeal regarding this assessment to the County Board of Tax Assessors.** If you wish to file an appeal, you must do so in writing no later than 45 days after the date of this notice. If you do not file an appeal by this date, your right to file an appeal will be lost. Appeal forms which may be used are available at <https://dor.georgia.gov/documents/property-tax-appeal-assessment-form>.

At the time of filing your appeal you must select one of the following appeal methods:

- (1) County Board of Equalization (value, uniformity, denial of exemption, or taxability)
- (2) Arbitration (value)
- (3) County Hearing Officer (value or uniformity, on non-homestead real property or wireless personal property valued, in excess of \$500,000)

All documents and records used to determine the current value are available upon request. For further information regarding this assessment and filing an appeal, you may contact the county Board of Tax Assessors which is located at 901 N. Pine St. Suite 106 Springfield, GA 31329 and which may be contacted by telephone at: (912) 754-2125. Your staff contacts are Neal Groover and Jennifer Keyes.

Additional information on the appeal process may be obtained at <https://dor.georgia.gov/property-tax-real-and-personal-property>

Account Number	Property ID Number	Acreage	Tax Dist	Covenant Year	Homestead
20742	04760004E00	33.50	01		NO-S0
Property Description	33.26 AC TRCT 5				
Property Address	0 OLD AUGUSTA RD				
	Taxpayer Returned Value	Previous Year Fair Market Value	Current Year Fair Market Value	Current Year Other Value	
<b>100% Appraised Value</b>	0	149,420	2,763,750		0
<b>40% Assessed Value</b>	0	59,768	1,105,500		0

### REASONS FOR ASSESSMENT NOTICE

NO Ownership Change

The estimate of your ad valorem tax bill for the current year is based on the previous or most applicable year's millage rate and the fair market value contained in this notice. The actual tax bill you receive may be more or less than this estimate. This estimate may not include all eligible exemptions.

Taxing Authority	Other Exempt	Homestead Exempt	Net Taxable Value	Millage	Estimated Tax
COUNTY M&O	0	0	1,105,500	0.007337	8,111.05
SCHOOL M&O	0	0	1,105,500	0.015810	17,477.96
INDUSTRIAL AUTHORITY	0	0	1,105,500	0.002000	2,211.00
HOSPITAL AUTHORITY	0	0	1,105,500	0.001600	1,768.80
FIXED ASSESSMENT	0	0	1,105,500	0.000000	0.00
FIRE FEE VACANT LAND	0	0	1,105,500	0.000000	3.35
PUBLIC WORKS ROADS	0	0	1,105,500	0.001250	1,381.88
RECREATION	0	0	1,105,500	0.000650	718.57
PARKS	0	0	1,105,500	0.000100	110.55

**Total Estimated Tax** 31,78

04760004E00

## 2022 Effingham County Board of Assessors

1/17/2023 12:23:24 PM

Item XI. 1.

Acct # 20742

jkeyes

## Owner Information

PEARL INTERMODAL LLC  
ATTN MANNING GRAHAM MANAGER  
625 CHIMNEY RD

RINCON, GA 31326

## General Property Information

SITUS

0 OLD AUGUSTA RD

LEGAL

33.26 AC TRCT 5

Tax District

01-County

GMD

9TH

Homestead

S0

Total Acres

33.50

LL

No Covenant

0

Zoning

I-1

LD

Acc/Des

3C - .000000

Unit

Return Value

0

## Values

Imp Val

0

Acc Val

Land Val

2,763,750

Total Value

2,763,750

2021 : 149,420

2020 : 149,420

2019 : 149,420

2018 : 130,484

- 1.00

- 1.00

- 1.00

- 1.00

- 1.00

- 1.00

- 1.00

04760: LAND: 00000 /  
BLDG: 00000 - 1.00

## SALES INFORMATION

Grantee	Grantor	Date	Deed Book	Plat Book	Saleprice	CS	Mkt Value	Reason
PEARL INTERMODAL LLC	COWAN INVESTMENTS LLC	05/28/2021	2707 530			0 R4		0 UV
COWAN INVESTMENTS LLC	ACCOMMODATION COMPANY X LLC	05/19/2021	2691 796	C58 F1	1,800,000	R4		0 QZ
ACCOMMODATION COMPANY X LLC	ABERCORN CREEK LLC	12/30/2013	2227 959	C58 F1	2,200,000	R4		0 QZ

## LAND INFORMATION

CS	Code / Description	Method	Units	Depth	From Front	Depth Table	Depth Factor	Unit Value	Adj Unit	Adj	Value
R4	1100 INDUSTRIAL OLD	Acre	33.50	0	0			82,500.00	82,500.00	1.00	2,763,750

## ACCESSORY IMPROVEMENTS - 04760004E00

CS	Descrip	Dim1	Dim2	Units	Year	Grade	Depr	Ovr D	Pcom	Func	Econ	Neigh	IDnits	Value	Photo ?
R9	FIRE FEE VACANT LAND	0	0	0	2019	0.00		0.00	0.00	0.00	0.00	1.00	3350.0		False

04760004E00

Review: by NEAL GROOVER/JENNIFER KEYES

Page 1 of 1

74

---

# AUDIT PRESENTATION

---

## **Presentation of the Fiscal Year 2022 audited financial report by Lanier, Deal & Proctor**

To maintain compliance with Georgia Code Title 36, Chapter 60 § 36-60-8 governments are required to conduct an audit of the body's financial affairs in conformity with generally accepted government auditing standards

## Staff Report

**Subject:** Approval of the audited annual financial report for transmission to the State of Georgia

**Author:** Mark W. Barnes, Finance Director

**Department:** Finance Department

**Meeting Date:** 3/21/23

**Item Description:** Consideration to approve the FY 2022 audited annual financial report for transmission to the State of Georgia

### Summary Recommendation:

Staff is requesting approval to submit the audited annual financial report for the fiscal year ended June 30<sup>th</sup>, 2022 to the State of Georgia

### Executive Summary:

Each year an audit is conducted. The audit is designed, planned, and conducted to comply with state and federal regulations, to provide our residents and the Board of Commissioners with an independent review of our financial status, and to ensure our financial statements are in compliance with GAAP (generally accepted accounting principles) and GASB (Governmental Accounting Standards Board) standards using GAGAS (generally accepted government auditing standards).

### Background:

1. There are three major portions of the audited annual financial report which consists of the independent auditor's report, management's discussion and analysis, and the audited financial statements.
2. The independent auditor's report is the auditor's opinion regarding our financial statements.
3. Management's discussion and analysis is the staff's financial narrative of the audited financial statements.
4. The financial statements contain both county-wide and individual fund statements prepared in accordance with GAAP and GASB standards.

### Alternatives for Commission to Consider:

1. Affirm the audited annual financial report and approve the audit and submission to the State of Georgia
2. Provide Staff with Direction

### Recommended Alternative:

Staff recommends Alternative number 1 – Affirm the audited annual financial report and approve the audit and submission to the State of Georgia.

**Other Alternatives:**

N/A

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

Finance

**Funding Source:**

N/A

**Attachments:**

Bound copy of FY 2022 audited annual financial report provided

## Staff Report

**Subject:** Final Plat Approval (Second District)  
**Author:** Chelsie Fernald, Planner  
**Department:** Development Services  
**Meeting Date:** March 21, 2023  
**Item Description:** Clay Price, of Simcoe Investment Group, LLC, requests final plat approval of Bluejay Commons, Phase 2, which consists of 85 lots. Map # 432 Parcel # 48

### Summary Recommendation:

Staff have reviewed the final plat, and inspected the roads, water, sewer, reuse, and stormwater infrastructure identified in the warranty deed, and recommend approval.

### Executive Summary/Background:

- Simcoe's contractors have installed roads, water, reuse, sewer, and stormwater infrastructure for phase 2. In order to sell the 85 lots of phase 2 for home construction, the final plat must be approved, and the roads, water, reuse, sewer and stormwater infrastructure accepted by the Board of Commissioners.
- EOM inspected the right of way and all public utilities located within the right of way of phase 2, and recommend approval.
- Staff reviewed the final plat and checklist. All documents are in order, and consistent with zoning, plans, and plats approved previously.
- EOM reviewed the bond recommendation, and approved the bond for \$84,221.13 which is 10% of the total cost of reuse, water, sewer, and storm drainage infrastructure and paving in phase 2.
- The County Attorney reviewed and approved the warranty deed.

### Alternatives for Commission to Consider

- 1 - Approve the final plat for Bluejay Commons, ph 2, and accept the roads, water, reuse, sewer, and stormwater infrastructure identified in the warranty deed.
- 2 – Take no action

**Recommended Alternative:** Alternative 1

**Other Alternatives:** N/A

**Department Review:** Development Services; EOM; County Attorney

**Funding Source:** No new funding requested.

### Attachments:

1. Final Plat Submittal Form & Checklist
2. Final Plat for Bluejay Commons, ph 2
3. Warranty Deed
4. Bond



STATE OF GEORGIA                     )  
COUNTY OF EFFINGHAM            )

### WARRANTY DEED

THIS INDENTURE made this 6<sup>th</sup> day of March, 2023, by and between **SIMCOE INVESTMENT GROUP, LLC**, a Georgia limited liability company, as Party of the First Part, hereinafter referred to as Grantor, and the **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, as Party of the Second Part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective, successors and assigns where the context requires or permits).

### WITNESSETH:

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid, at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said Grantee the following described property:

All that certain road, street, and right of way situate, lying and being in the 9<sup>th</sup> G.M. District of Effingham County, Georgia, and being known as **Allatoona Lane, Arcanti Drive, Russell Lane, Hartwell Drive, Rish Court, Bluejay Commons Subdivision, Phase II**, as shown and more particularly described on that certain map or plat made by Jimmy R. Toole, R.L.S. No. 3119, dated February 27, 2023 and recorded in **Plat Book , Page**, said plat is incorporated herein by specific reference for a more particular description of the property herein conveyed. It is the intention of the Grantor to convey to the Grantee all of its interest in the aforementioned street or right of way for public access.

TOGETHER WITH the water and sanitary sewer systems and drainage improvements located within said rights-of-way and public easements, all located within Bluejay Commons Subdivision, Phase II, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes but specifically excluding any sewer laterals, detention ponds, sidewalks, common areas, and any portion of the water system from the water meter to any residence.

TOGETHER WITH a perpetual, non-exclusive, appurtenant, commercial, transmissible general utility easement for the installation, construction, maintenance, operation, repair and replacement of permanent above ground or underground utilities over, through and across and in those areas designated as utility easements, and drainage easements, including the right to ingress and egress over the easements, all located within Bluejay Subdivision, Phase II, as shown on the aforementioned plat which is incorporated herein for descriptive and all other purposes.

TO HAVE AND TO HOLD said property with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantee forever, in fee simple.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered  
in the presence of:

Cynthia Hone

Unofficial Witness

[Signature]  
Notary Public

My Commission Expires:

\_\_\_\_\_

[NOTARIAL SEAL]



**GRANTOR:**

**SIMCOE INVESTMENT GROUP, LLC,**  
a Georgia limited liability company

By:

[Signature]  
William Clayton Price, as Manager

ACCEPTED AND AGREED TO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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

BY: \_\_\_\_\_ (Seal)

Wesley Corbitt  
Chairman

ATTEST: \_\_\_\_\_ (Seal)

Stephanie Johnson  
Effingham County Clerk

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

# EFFINGHAM COUNTY

## FINAL PLAT SUBMITTAL FORM

Item XI. 4.  
FINAL PLAT FEE = \$100 + \$10 PER LOT  
= \$950

### OFFICIAL USE ONLY

Date Received: \_\_\_\_\_ Project Number: \_\_\_\_\_

Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

Name of Subdivision: BLUEJAY COMMONS - PHASE II

Name of Applicant/Agent: SIMCOE INVESTMENT GROUP, LLC - CLAY PRICE Phone: 912-727-2920

Company Name: SIMCOE INVESTMENT GROUP, LLC

Address: P.O. Box 3097 RICHMOND HILL, GA 31324

Owner of Record\*: SAME AS APPLICANT Phone: SAME AS APPLICANT

Address \_\_\_\_\_

Engineer\*: EMC ENGINEERING SERVICES, INC. - ALEC B. METZGER, PE Phone: 912-232-6533

Address: 10 CHATHAM CENTER SOUTH, SAVANNAH, GA 31405

Surveyor\*: EMC ENGINEERING SERVICES, INC. - JIMMY TOOLE Phone: SAME AS ENGINEER

Address: SAME AS ENGINEER

\*Information may be left blank if it is the same as indicated on the sketch plan submittal form

Total acreage subdivided: 41.878 ACRES Zoning: R-6 Number of Lots: 85

Date of sketch plan approval: 11/24/20 Date of preliminary plan approval: 10/6/21

Map#/Parcel# to be subdivided: 04320048 List all contiguous holdings in the same ownership:

Map#/Parcel# 04320048

Water supply: EFFINGHAM COUNTY WATER SYSTEM

Sewer supply: EFFINGHAM COUNTY

Have any changes been made since this Subdivision was last before the County Commission? NO

If so, please describe: \_\_\_\_\_

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

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

Applicant

Notary

Owner

# EFFINGHAM COUNTY

## FINAL PLAT CHECKLIST

Item XI. 4.

### OFFICIAL USE ONLY

Subdivision Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Date Received: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_ Reviewed by: \_\_\_\_\_

The following checklist is designed to inform applicants as to what is required in preparing final plats for review by Effingham County. The Final Plat must be drawn in ink by a Georgia Registered Land Surveyor on Mylar, and four (4) paper copies must be included. The Final Plat must have all necessary signatures before consideration by the Board of Commissioners. After the Final Plat is approved, the County Clerk will record the Final Plat with Clerk of Superior Court of Effingham County.

Office Use	Applicant Use
<b>Project Information:</b>	
	<input checked="" type="checkbox"/> 1. Graphic scale.
	<input checked="" type="checkbox"/> 2. Lot areas in accordance with the applicable zoning regulation or preliminary plan for planned development.
	<input checked="" type="checkbox"/> 3. North arrow.
	<input checked="" type="checkbox"/> 4. Land reference point.
	<input checked="" type="checkbox"/> 5. Point of beginning designated.
	<input checked="" type="checkbox"/> 6. Date of preparation (under Surveyor's signature).
	<input checked="" type="checkbox"/> 7. Name of Subdivision.
	<input checked="" type="checkbox"/> 8. Names of adjacent subdivisions and owners of adjoining parcels of land.
	<input checked="" type="checkbox"/> 9. Names and widths of adjacent streets.
	<input checked="" type="checkbox"/> 10. Names and widths of streets within subdivision. Names either match existing street names that align with proposed streets, <b>or are not used elsewhere in Effingham County.</b>
	<input checked="" type="checkbox"/> 11. Plat boundaries darkened.
	<input checked="" type="checkbox"/> 12. Proposed building setback lines.
	<input checked="" type="checkbox"/> 13. Location of all existing easements or other existing features.
	<input checked="" type="checkbox"/> 14. New easements required by Planning Department, County Utilities, Public Works Department, Telephone Company, etc.
	<input checked="" type="checkbox"/> 15. Lots in new subdivisions are to be numbered consecutively from one to the total number of lots.
	<input checked="" type="checkbox"/> 16. Lot lines with accurate dimensions in feet and tenths, and angles or bearings to the street when other than 90°.
	<input checked="" type="checkbox"/> 17. Express dedication statement to the public for streets, alleys, access limitations, right-of-way, parks, school sites, and other public places shown on the attached plat.
	<input checked="" type="checkbox"/> 18. Name, registration number, and seal of registered land surveyor or professional engineer (signed and dated).
	<input checked="" type="checkbox"/> 19. Location of city limits and county lines, if applicable.

	<input checked="" type="checkbox"/>	<b>20.</b> Location on the property to be subdivided of natural features such as streams, lakes, swamps, wetlands, and land subject to flood based on current effective FEMA Flood Insurance Rate Map (FIRM).	<b>Item XI. 4.</b>
	<input checked="" type="checkbox"/>	<b>21.</b> Digital copy of final plat geographically referenced to Georgia State Plane Coordinate System as further described on SUBMITTAL OF FINAL PLATS AND RECORD DRAWINGS	
	<input checked="" type="checkbox"/>	<b>22.</b> Certificate of Approval – To be signed by County Commission chair.	
	<input checked="" type="checkbox"/>	<b>23.</b> Signed Certificate of Accuracy.	
	<input checked="" type="checkbox"/>	<b>24.</b> Signed Certificate of Ownership and Dedication – Individuals.	
	<input checked="" type="checkbox"/>	<b>25.</b> Signed Certificate of Ownership and Dedication – Corporation (Corporate Seal must be affixed to plats; signature of one corporate officer).	
	<input checked="" type="checkbox"/>	<b>26.</b> Signed Certificate by Registered Engineer that all permitted improvements were installed in accordance with approved plans, accompanied by two complete sets of as-built construction plans as record drawings.	
	<input checked="" type="checkbox"/>	<b>27.</b> Signed Warranty Deed conveying all streets, utilities, parks, easements, and other government uses (except ponds), in a form approved by the county attorney.	
	<input checked="" type="checkbox"/>	<b>28.</b> Maintenance bond, letter of credit, escrow account, or certified check, which is available to the County to cover any necessary repair of infrastructure conveyed by warranty deed for a minimum of 10% of the total construction cost of such improvements.	

The undersigned (applicant) (owner), hereby acknowledges that the information contained herein is true and complete to the best of its knowledge.

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

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Owner



## MAINTENANCE BOND

BOND NO: S2703954

Know all men by these presents that we Simcoe Investment Group, LLC  
Principal, and Platte River Insurance Company a corporation organized under the  
laws of the State of Nebraska and duly authorized to transact business in the State of Georgia,  
as surety, are held and firmly bound unto Effingham County as Obligee in the sum of Eighty Four Thousand  
Two Hundred Twenty One & 13/100, for the payment whereof well and truly to be made, the Principal and the  
Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents.

**Whereas the principal has agreed to provide a maintenance bond for:**

*Project Name* Blue Jay Commons - Phase II *Parcel ID#* 04320048  
*Project Location* Blue Jay Road, Effingham Co., GA  
*Contact Name* Clay Price *Phone#* 912-445-2127  
*Mailing Address* P.O. Box 1247, Richmond Hill, GA 31324  
*Email Address* clay@hoiconstruction.com

**This Maintenance Bond is issued to assure the maintenance of required improvements and installations after the approval of a final plat.**

This bond shall have a term of 12 months commencing on March 21, 2023 and shall be automatically renewed unless provided with written release by the Obligee.

**Now, therefore,** the condition of this obligation is such that if the Principal and Surety shall indemnify the Obligee for all damage that the Obligee may sustain by reason of the Principal's failure to **maintain all required improvements and installations as described above**, then this obligation shall be void, otherwise it shall remain in force until released by the Obligee.

[Signatures on Following Page]

Signed, sealed and dated this February 7 day of 2023

Witness

Simcoe Investment Group, LLC

Type name of business entity, if applicable

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

**PRINCIPAL**

Type Name: William Clayton Price

Type Title: Manager

Date: 02/07/2023

Witness



Robert M. Hrehor, Witness

Platte River Insurance Company

Type name of business entity, if applicable

By: 

**SURETY**

Type Name: Kathy S. Smith

Type Title: Attorney-in-Fact

Date: 02/07/2023





**BOND ESTIMATE**  
**BLUEJAY COMMONS - PHASE II**  
**EMC PROJECT NO.: 21-0002**  
**EFFINGHAM COUNTY, GEORGIA**  
**prepared for:**  
**SIMCOE INVESTMENT GROUP LLC**

2/3/2023

PAVING					
NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	1.5" Thick Superpave Pavement Section	10,796.00	SY	\$ 9.00	\$ 97,164.00
2	8" Thick GAB Pavement Section	10,796.00	SY	\$ 18.50	\$ 199,726.00
3	2" Thick Superpave Pavement Section	10,796.00	SY	\$ 12.00	\$ 129,552.00
4	18" Rollover Curb & Gutter	8,901.00	LF	\$ 12.75	\$ 113,487.75
5	Striping & Signage	1.00	LS	\$ 12,000.00	\$ 12,000.00
Sub Total					\$ 551,929.75

STORM DRAINAGE					
NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	18" RCP	151.00	LF	\$ 43.00	\$ 6,493.00
2	24" RCP	475.00	LF	\$ 55.00	\$ 26,125.00
3	Curb Inlet (Type C)	5.00	EA	\$ 3,750.00	\$ 18,750.00
4	Curb Inlet (Type B)	2.00	EA	\$ 3,750.00	\$ 7,500.00
5	Drainage Manhole	2.00	EA	\$ 3,200.00	\$ 6,400.00
Sub Total					\$ 65,268.00

WATER DISTRIBUTION					
NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	6" PVC Watermain	1,815.00	LF	\$ 16.50	\$ 29,947.50
2	8" PVC Watermain	1,922.00	LF	\$ 18.00	\$ 34,596.00
3	6" Valve in Box	3.00	EA	\$ 1,400.00	\$ 4,200.00
4	8" Valve in Box	4.00	EA	\$ 1,500.00	\$ 6,000.00
5	Fire Hydrant Assembly	3.00	EA	\$ 4,000.00	\$ 12,000.00
Sub Total					\$ 86,743.50

SANITARY SEWER					
NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	8" PVC Sanitary Sewer Main	1,562.00	LF	\$ 32.00	\$ 49,984.00
2	Sanitary Sewer Manhole	8.00	EA	\$ 3,500.00	\$ 28,000.00
Sub Total					\$ 77,984.00

REUSE DISTRIBUTION					
NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	4" PVC Reuse Main	1,809.00	LF	\$ 11.00	\$ 19,899.00
2	6" PVC Reuse Main	2,054.00	LF	\$ 15.50	\$ 31,837.00
3	4" Valve in Box	2.00	EA	\$ 1,150.00	\$ 2,300.00
4	6" Valve in Box	5.00	EA	\$ 1,250.00	\$ 6,250.00
Sub Total					\$ 60,286.00

CONSTRUCTION TOTAL	\$ 842,211.25
BOND (10%)	\$ 84,221.13

# PLATTE RIVER INSURANCE COMPANY POWER OF ATTORNEY

S2703954

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

Kathy S. Smith

Name of Individual

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

\$ See Bond Form for S2703954 on behalf of Simcoe Investment Group, LLC  
Bond Amount Bond Number Principal

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

*RJ Byrnes*

Ryan J. Byrnes  
Senior Vice President,  
Chief Financial Officer and Treasurer

*Suzanne M Broadbent*

Suzanne M. Broadbent  
Assistant Secretary



PLATTE RIVER INSURANCE COMPANY

*John L. Sennott, Jr.*

John L. Sennott, Jr.  
Chief Executive Officer and President

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*David J. Regele*

David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:  
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 7th day of February, 2023.



*Andrew B. Diaz-Matos*

Andrew B. Diaz-Matos  
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-ePOA (Rev. 01-2020)

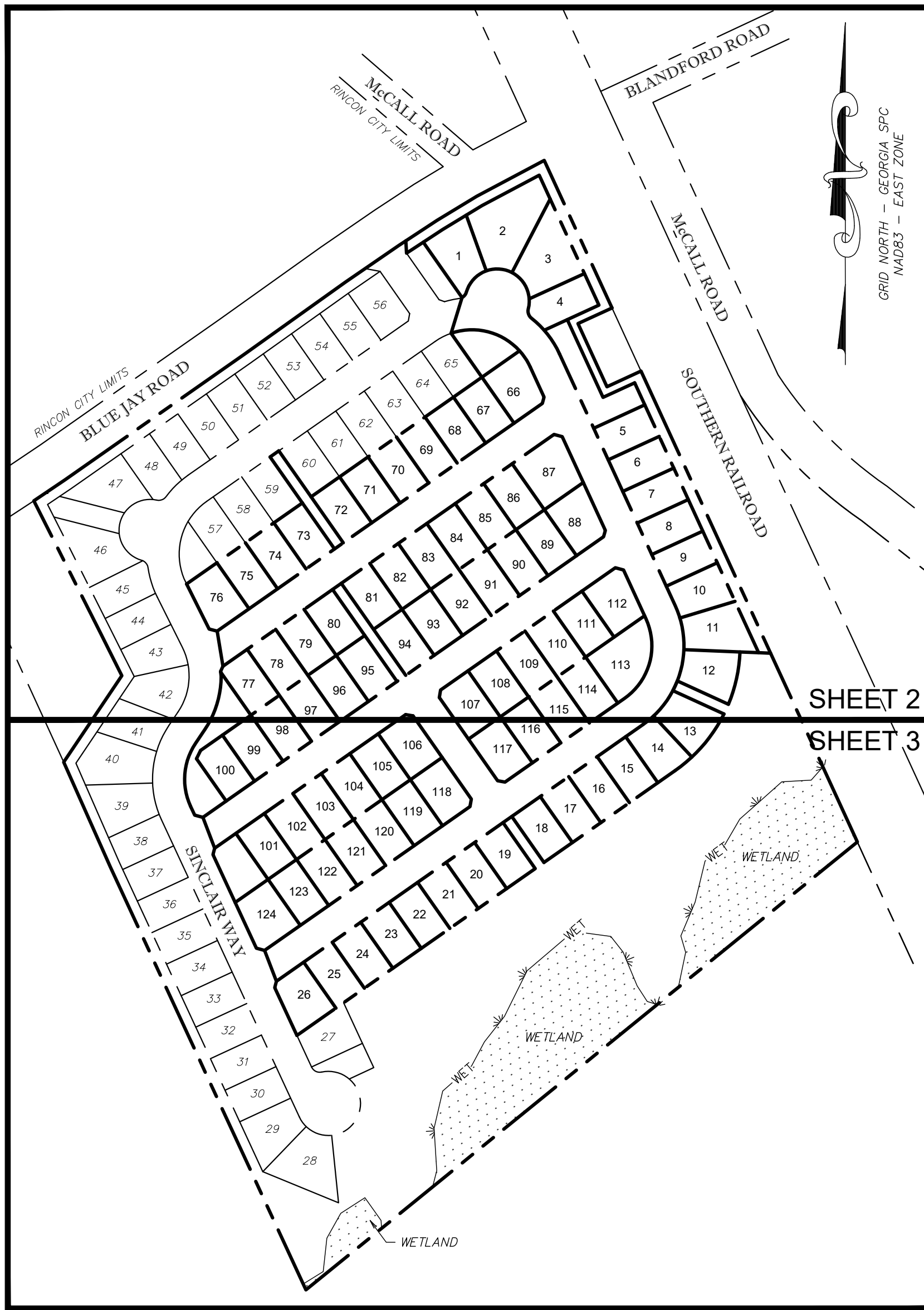


A MAJOR SUBDIVISION PLAT  
OF  
BLUE JAY COMMONS - PHASE II

9TH G. M. DISTRICT  
EFFINGHAM COUNTY, GEORGIA

02/27/2023  
EMC PROJECT NO. 21-0002

THIS BOX IS RESERVED FOR THE SUPERIOR  
COURT CLERKS FILING INFORMATION



SITE OVERVIEW  
1" = 200'

LINE TABLE		
LINE#	DIRECTION	LENGTH
L1	N55° 59' 51"E	69.76
L2	S65° 19' 36"W	70.00
L3	N65° 19' 36"E	70.00
L4	N26° 34' 34"W	92.85
L5	N03° 15' 09"W	23.09
L6	N56° 44' 51"E	37.50
L7	N56° 44' 51"E	43.52
L8	N54° 59' 51"E	20.00
L9	N75° 47' 21"W	15.57
L10	S15° 09' 44"W	12.32
L11	N24° 02' 40"E	10.85
L12	S74° 50' 16"E	15.91
L13	S15° 09' 44"W	12.32
L14	N74° 56' 38"W	15.88
L15	N24° 53' 08"W	18.38
L16	N26° 08' 37"E	17.25
L17	N33° 55' 19"E	31.11
L18	N06° 54' 31"W	8.21
L19	N06° 54' 31"W	0.97
L20	N15° 03' 22"E	12.36
L21	S80° 00' 10"E	14.08
L22	N09° 59' 51"E	14.08
L23	S74° 50' 16"E	15.91
L24	N80° 00' 09"W	14.08
L25	S09° 59' 52"W	14.08
L26	N74° 56' 38"W	15.88
L27	N15° 03' 22"E	12.36
L28	S87° 40' 18"E	22.45

CURVE TABLE				
CURVE #	BEARING	CHORD	RADIUS	ARC
C1	N38° 40' 02"E	13.02	17.00	13.36
C2	N43° 09' 10"E	54.48	60.00	56.55
C3	S86° 12' 13"E	48.13	60.00	49.52
C4	S33° 10' 40"E	58.87	60.00	61.53
C5	S05° 11' 11"W	18.74	60.00	18.81
C6	S18° 49' 54"E	18.52	17.00	19.58
C7	S46° 37' 20"E	32.70	180.00	32.74
C8	S33° 02' 32"E	52.40	180.00	52.58
C9	S20° 44' 03"E	24.73	180.00	24.75
C10	S07° 14' 45"E	59.72	180.00	60.00
C11	S11° 51' 10"W	59.72	180.00	60.00
C12	S24° 35' 12"W	20.00	180.00	20.01
C13	S37° 19' 15"W	59.72	180.00	60.00
C14	S50° 56' 02"W	25.51	180.00	25.53
C15	N15° 09' 44"E	153.74	120.00	166.86
C16	N33° 25' 42"W	36.53	120.00	36.67
C17	N75° 35' 18"W	132.13	120.00	139.93
C18	N04° 31' 05"E	117.83	120.00	123.17
C19	N17° 06' 10"E	104.17	180.00	105.68
C20	S12° 27' 35"W	100.28	285.00	100.80
C21	S36° 44' 02"W	100.31	285.00	100.84
C22	S50° 56' 02"W	40.39	285.00	40.43

DEVELOPER / RESPONSIBLE PARTY

SIMCOE INVESTMENT GROUP, LLC  
CLAY PRICE, MANAGER  
P.O. BOX 1247  
RICHMOND HILL, GA 31324  
1-912-727-2920

PROJECT DATA

OWNER/DEVELOPER: SIMCOE INVESTMENT GROUP, LLC  
P.O. BOX 1247  
RICHMOND HILL, GA 31324  
CLAY PRICE, MANAGER  
(912) 727-2920  
24HR CONTACT:  
TAX MAP & PARCEL NUMBER: 04320048  
PARCEL AREA: 41.878 ACRES  
ZONING CLASSIFICATION: R-6  
PROPOSED LAND USE: RESIDENTIAL  
NUMBER OF LOTS: 85  
MINIMUM LOT SIZE: 6,600 SF  
FRONT SETBACK: 15 FT  
REAR SETBACK: 25 FT  
SIDE SETBACK: 7.5 FT  
SIDE SETBACK (STREET): 15 FT  
WATER AND SEWER SERVICE TO BE PROVIDED BY EFFINGHAM COUNTY.

PHASE II LAND AREA	
85 RESIDENTIAL LOTS	14.378 ACRES
COMMON AREAS 1 - 7	1.619 ACRES
RIGHTS-OF-WAY	5.178 ACRES
TOTAL PHASE II LAND AREA	20.456 ACRES

WETLAND AREA	
TOTAL LAND AREA	41.878 ACRES
TOTAL WETLAND	3.344 ACRES
TOTAL UPLAND	38.534 ACRES

SURVEY NOTES

- Horizontal Datum is Georgia State Plane Coordinate System of 1985, East Zone, North American Datum of 1983 (NAD83).
- Vertical Datum is North American Vertical Datum of 1988 (NAVD88).
- Basis of Bearings, Horizontal Control, Vertical Control and some spot elevations were obtained utilizing GPS (global positioning systems). The equipment used to obtain this data was an eGPS 20TL Geodetic GNSS GPS Receiver (RTK Accuracy (Horizontal: 8mm + 1ppm RMS) (Vertical: 15mm + 1ppm RMS)) with a Carlson RT3 data collector receiving RTK corrections via a Verizon Jetpack Mifi 6620L from the eGPS Solutions Real Time Network. The technique used was RTK corrected measurements from a Trimble VRS Real Time Network operated by eGPS Solutions, Inc.
- All deed book references shown hereon are recorded in the Clerk of Superior Court's Office of Effingham County, Georgia.
- This survey was prepared without the benefit of an abstract of title. Subject and adjacent property owners' deed references were provided by EMC Engineering Services, Inc. and are not guaranteed as to accuracy or completeness.
- Structures visible on the date of survey are shown hereon.
- Locations are accurate only where dimensioned.
- This property is located in Zone X, not a Special Flood Hazard Area per the Federal Emergency Management Agency's Flood Insurance Rate Map No. 13103C 0269E; Effective Date: March 16, 2015. The flood hazard lines as shown on this plat have been taken digitally from <http://hazards-fema.maps.arcgis.com>, and have not been verified in the field by EMC Engineering Services, Inc.
- No person may copy, reproduce, distribute or alter this plat in whole or in part without the written permission of EMC Engineering Services, Inc.
- The term "Certification" as used in Rule 180-6-.09 (2) and (3) and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2 (6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant at the time of the survey and is not a guarantee or warranty, either expressed or implied.
- This survey is valid only if print has the original signature of the surveyor.
- The utilities as shown are per the location of poles, manholes, valves, pedestals, etc., existing drawings and information provided by utility personnel. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities shown are in the exact location indicated, although he does certify that they are located as accurately as possible from the information available.
- This Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
- All wetlands are under the jurisdiction of the U.S. Army Corps of Engineers. File number: SAS-2021-00583
- The boundary, as shown, was taken from a survey by EMC.
- There were no proposed changes in street right of way lines made available to the surveyor by the controlling jurisdiction. There was no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- Common areas, detention pond, and sidewalks shall be privately maintained by the homeowner's association.

SURVEY DATA

Total Phase II Area: 20.456 Acres (891,077 Square Feet)  
Plat Closure: 1 in 311,208 Field Precision:

This entire survey was completed using GPS to set control, the Geomax Zoom90 Robotic Total Station to locate property corners and improvements. The field data for this boundary survey has a Relative Positional Accuracy of 0.08 feet or less, horizontally at the 95% confidence level.

Adjusted by: No adjustment  
Equipment used: Geomax Zoom90 Robotic Total Station  
eGPS 20TL Geodetic GNSS GPS Receiver  
on the eGPS Network

Field Work Completed on: October 2022

REFERENCES

PB 28, PG 44 PB C52, PG E2 PB D142, PG F1  
PB D144, PG 82 DB 2109, PG 151 DB 2651, PG 159  
DB 588, PG 397 PB J, PG 95

LEGEND

PROPERTY BOUNDARY ---  
ADJACENT PROPERTY LINE ---  
METES AND BOUNDS N 47° 45' 54" E - 497.06'  
TAG LABEL L# or C#  
5/8" IRON REBAR SET W/ICAP ● RBS  
5/8" IRON REBAR FOUND ● 5/8" IRF  
1/2" IRON REBAR FOUND ● 1/2" IRF  
CONCRETE MONUMENT FOUND □ CMF  
MEANDER POINT ○  
BUILDING SETBACK LINE BSL  
POINT OF COMMENCING P.O.C.  
POINT OF BEGINNING P.O.B.  
PROPERTY ID NUMBER PIN  
NOW OR FORMERLY N/F  
RIGHT-OF-WAY R/W  
PLAT BOOK PB  
DEED BOOK DB  
PAGE PG  
NOT TO SCALE N.T.S.  
FINISHED FLOOR ELEVATION F.F. EL.  
WETLAND

SURVEYORS CERTIFICATION



As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

REG. L. S. LIC. NO. 3119

02/27/2023  
DATE

CERTIFICATIONS / APPROVALS

CERTIFICATE OF OWNERSHIP & DEDICATION  
IT IS HEREBY CERTIFIED THAT SIMCOE INVESTMENT GROUP, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA, IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT HE HEREBY DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER STITS TO PUBLIC OR PRIVATE USE AS NOTED.

(CORPORATE SEAL REQUIRED)

SIMCOE INVESTMENT GROUP, LLC  
PRINT CORPORATION NAME

CLAY PRICE, MANAGER  
PRINT NAME & TITLE OF PRINCIPLE AUTHORIZED TO SIGN

02/27/2023  
DATE

ALEC METZGER 02/27/2023  
WITNESS NAME DATE

Alec B. Metzger  
WITNESS SIGNATURE

I HEREBY CERTIFY THAT THE STREETS, DRAINAGE SYSTEM, SEWER SYSTEM, AND WATER SYSTEM IN THE SUBDIVISION KNOWN AS BLUE JAY COMMONS - PHASE II, SHOWN ON THE PLAT DATED 02/27/2023 PREPARED BY EMC ENGINEERING SERVICES, INC. HAS BEEN INSTALLED IN ACCORDANCE WITH THE PRELIMINARY PLAN (CONSTRUCTION DRAWINGS) APPROVED NOVEMBER 2022.

CERTIFICATE OF APPROVAL FOR RECORDING  
THE SUBDIVISION PLAT KNOWN AS BLUE JAY COMMONS - PHASE II HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS APPROVED BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY GEORGIA.

CHAIRMAN OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS DATE

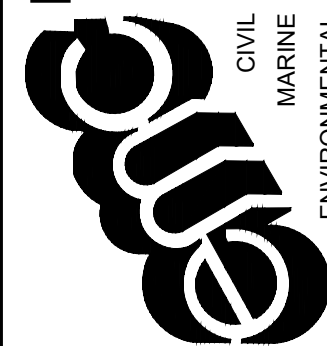
WITNESS DATE

Item XI. 4.

NO.	REVISION DESCRIPTION	DATE



EMC ENGINEERING  
SERVICES, INC.



A MAJOR SUBDIVISION PLAT OF  
BLUE JAY COMMONS - PHASE II  
9TH G. M. DISTRICT  
EFFINGHAM COUNTY, GEORGIA  
Prepared for:  
SIMCOE INVESTMENT GROUP, LLC

PROJECT NO.: 21-0002  
DRAWN BY: SMB  
DESIGNED BY: EMC  
SURVEYED BY: JEH  
SURVEY DATE: OCTOBER 2022  
CHECKED BY: JRT  
SCALE: 1" = 200'  
DATE: 02/27/2023

SHEET

1

OF 3



01/2021/21-0002 BLUE JAY ROAD SUBDIVISION.DWG/21-0002/L502.DWG 3/7/2023 3:06 PM

CERTIFICATIONS / APPROVALS

CERTIFICATE OF OWNERSHIP & DEDICATION

IT IS HEREBY CERTIFIED THAT SIMCOE INVESTMENT GROUP, LLC, A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA, IS THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT HE HEREBY DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED.

(CORPORATE SEAL REQUIRED)

SIMCOE INVESTMENT GROUP, LLC

PRINT CORPORATION NAME

CLAY PRICE, MANAGER

PRINTED NAME & TITLE OF PRINCIPLE AUTHORIZED TO SIGN

02/27/2023

DATE

ALEC METZGER

02/27/2023

DATE

Alec B. Metzger

WITNESS SIGNATURE

CHAIRMAN OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS

DATE

WITNESS

DATE

I HEREBY CERTIFY THAT THE STREETS, DRAINAGE SYSTEM, SEWER SYSTEM, AND WATER SYSTEM IN THE SUBDIVISION KNOWN AS BLUE JAY COMMONS - PHASE II, SHOWN ON THE PLAT DATED 02/27/2023 PREPARED BY EMC ENGINEERING SERVICES, INC. HAS BEEN INSTALLED IN ACCORDANCE WITH THE PRELIMINARY PLAN (CONSTRUCTION DRAWINGS) APPROVED NOVEMBER 2022.

CERTIFICATE OF APPROVAL FOR RECORDING

THE SUBDIVISION PLAT KNOWN AS BLUE JAY COMMONS - PHASE II HAS BEEN FOUND TO COMPLY WITH THE EFFINGHAM COUNTY SUBDIVISION REGULATIONS AND WAS APPROVED BY THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS FOR RECORDING IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF EFFINGHAM COUNTY GEORGIA.

CHAIRMAN OF EFFINGHAM COUNTY BOARD OF COMMISSIONERS

DATE

WITNESS

DATE

THIS BOX IS RESERVED FOR THE SUPERIOR COURT CLERKS FILING INFORMATION

SURVEYORS CERTIFICATION

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

REGISTERED LAND SURVEYOR

NO. 3119

JIMMY R. TOOLE

02/27/2023

DATE

The plat shows a grid of lots numbered 1 through 115. Streets include Blue Jay Road (60' R/W), Sinclair Way (60' R/W), Russell Lane (60' R/W), Hartwell Drive (60' R/W), and Allatoni Lane (60' R/W). Various easements are shown, including 15' utility easements, 20' drainage easements, and 50' drainage easements. Buffers include 20' undisturbed buffers and 5' riparian buffers. The plat also shows common areas, easements for Georgia Power Company, and easements for Citico Realty. The plat is prepared by SIMCOE INVESTMENT GROUP, LLC and is a major subdivision plat of Blue Jay Commons - Phase II.

Item XI. 4.

DATE

REVISION DESCRIPTION

NO.

EMC ENGINEERING SERVICES, INC.

Land Surveying

Firm No. 000051

EMC Engineering Services, Inc.

GRAPHIC SCALE: 1" = 50'

25' 0' 25'

EMC ENGINEERING SERVICES, INC.

27 Chatham Center South, Suite A

Savannah, GA 31405

Pin: (912) 232-5550

SAVANNAH@EMC-ENG.COM

WWW.EMC-ENG.COM

CIVIL

MARINE

ENVIRONMENTAL

ALBANY • ATLANTA • AUGUSTA • BRUNSWICK • COLUMBUS

GREENVILLE • SAVANNAH • STATESBORO • THOMASTON • VALDOSTA

A MAJOR SUBDIVISION PLAT OF

BLUE JAY COMMONS - PHASE II

9TH G. M. DISTRICT

EFFINGHAM COUNTY, GEORGIA

Prepared for:

SIMCOE INVESTMENT GROUP, LLC

PROJECT NO.:

21-0002

DRAWN BY:

SMB

DESIGNED BY:

EMC

SURVEYED BY:

JEH

SURVEY DATE:

OCTOBER 2022

CHECKED BY:

JRT

SCALE:

1" = 50'

DATE:

02/27/2023

SHEET

2

OF

3







## Staff Report

**Subject:** Approval of Quote 38016294 and Proposal from OpenGov for a Permitting & Licensing System

**Author:** Alison Bruton, Purchasing Agent

**Department:** Development Services

**Meeting Date:** March 21, 2023

**Item Description:** Quote 38016294 and Proposal from OpenGov for a Permitting & Licensing System

**Summary Recommendation:** Staff requests approval of Quote 38016294 and Proposal from OpenGov for a Permitting & Licensing System for the Development Services Department

### Executive Summary/Background:

- The Development Services Department is requesting approval of the Proposal from OpenGov for a Permitting and Licensing System. Currently, all services through Dev.Services are being done through ADG which has limited capabilities. Applicants can email their applications or they are hand-delivered, and staff are manually inputting those into ADG. There is not an online option available.
- Here are some of the benefits of moving to the OpenGov system:
  - Building Inspectors will be able to use tablets in the field which will allow them to update inspection results onsite and in real time for contractors and permit holders to obtain.
  - Code Enforcement Officers will receive notifications through the software of new complaints automatically.
  - Citizens and contractors will be able to apply for permits online and check status updates. This will apply to zoning applications, building applications, business license applications, and code enforcement complaints. Because all of these actions will occur through the system, this will help streamline the process and save time in correspondence via phone and email between the applicant and staff.
- The quote provided for the program is broken into three years, the first being April 1, 2023 through June 30, 2023. A majority of the training for staff on the program will occur in Year 2. We will not be billed for training hours that are not needed by staff. OpenGov was also able to give us a 37% discount on the software subscription.
  - Year 1 Total: \$46,216.67
  - Year 2 Total: \$121,598.52
  - Year 3 Total: \$61,968.62

- The Software Services Agreement has been reviewed and approved to form by the County Attorney.

**Alternatives for Commission to Consider**

1. Approval of Quote 38016294 and Proposal from OpenGov for a Permitting & Licensing System for the Development Services Department
2. Take no action

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** County Manager, Finance, Purchasing

**Funding Source:** Dept. 272 operating budget- a budget amendment will be necessary

**Attachments:**

1. Carahsoft/OpenGov Quote 38016294
2. Effingham County Investment Summary
3. Statement of Work
4. Project Plan Letter
5. Software Services Agreement
6. NASPO/Carahsoft/GaDOAS Participating Addendum

# PRICE QUOTATION

Item XI. 5.

## CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARASOFT.COM | SALES@CARASOFT.COM

carahsoft

TO: Kayla Phillips  
Effingham County, GA  
804 S Laurel St  
Springfield, GA USA

FROM: Heather Castellanos  
Carahsoft Technology Corp.  
11493 Sunset Hills Road  
Suite 100  
Reston, Virginia 20190

EMAIL: kphillips@effinghamcounty.org

EMAIL: Heather.Castellanos@carahsoft.com

PHONE:

PHONE: (571) 662-3750

FAX:

TERMS: Contract Number: 98000-0000005706  
NASPO Master Contract Number: AR2472  
Contract Term: 11/24-2021 to 09/15/2026  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 45 (On Approved Credit)  
Sales Tax May Apply

QUOTE NO: 38016294  
QUOTE DATE: 03/03/2023  
QUOTE EXPIRES: 04/02/2023  
RFQ NO:  
SHIPPING: ESD  
TOTAL PRICE: \$229,783.81

TOTAL QUOTE: \$229,783.81

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1					
1	OG-SWCF-B2040M-AR-1Y-491	Citizen Services — 4 Service Areas - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCF-B2040M-AR-1Y Start Date: 04/01/2023 End Date: 06/30/2023	\$17,516.43 COOP	1	\$17,516.43
2	OG-SWCQ-B2040M-AR-1Y-491	Master Address Table or Assessor System Integration - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCQ-B2040M-AR-1Y Start Date: 04/01/2023 End Date: 06/30/2023	\$349.91 COOP	1	\$349.91
3	OG-SWCT-B2040M-AR-1Y-491	Esri ArcGIS Integration - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCT-B2040M-AR-1Y Start Date: 04/01/2023 End Date: 06/30/2023	\$349.91 COOP	1	\$349.91
4	OG-SWCY-B2040M-AR-1Y-491	Flag Integration (per system) - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCY-B2040M-AR-1Y Start Date: 04/01/2023 End Date: 06/30/2023	\$349.91 COOP	1	\$349.91
5	OG-SWCW-B2040M-AR-1Y-491	Accounting & Finance Export - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCW-B2040M-AR-1Y Start Date: 04/01/2023 End Date: 06/30/2023	\$349.91 COOP	1	\$349.91
6	OG-SWCU-B2040M-AR-1Y-491	Contractor License Verification Autofill - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCU-B2040M-AR-1Y Start Date: 04/01/2023 End Date: 06/30/2023	\$349.91 COOP	1	\$349.91
7	OG-SWCZ-B2040M-AR-1Y-491	Bluebeam Integration - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCZ-B2040M-AR-1Y Start Date: 04/01/2023 End Date: 06/30/2023	\$349.91 COOP	1	\$349.91



# PRICE QUOTATION

Item XI. 5.

## CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARASOFT  
WWW.CARASOFT.COM | SALES@CARASOFT.COM

carahsoft

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
8	OG-PSBG-B2040M-OT-0Y-491	Professional Services Deployment - Prepaid - Between \$20-40 Million - 0Y BILLED UPFRONT OpenGov, Inc. - OG-PSBG-B2040M-OT-0Y Start Date: 04/01/2023	\$209.62 COOP	126.9	\$26,600.78
YEAR 1 SUBTOTAL:					\$46,216.67
YEAR 2					
9	OG-PSBG-B2040M-OT-0Y-491	Professional Services Deployment - Prepaid - Between \$20-40 Million - 0Y TO BE BILLED UPON COMPLETION POP 7/01/2023 OpenGov, Inc. - OG-PSBG-B2040M-OT-0Y Start Date: 07/01/2023	\$209.62 COOP	296.1	\$62,068.48
10	OG-SWCF-B2040M-AR-1Y-491	Citizen Services — 4 Service Areas - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCF-B2040M-AR-1Y Start Date: 07/01/2023 End Date: 06/30/2024	\$53,231.78 COOP	1	\$53,231.78
11	OG-SWCQ-B2040M-AR-1Y-491	Master Address Table or Assessor System Integration - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCQ-B2040M-AR-1Y Start Date: 07/01/2023 End Date: 06/30/2024	\$1,049.71 COOP	1	\$1,049.71
12	OG-SWCT-B2040M-AR-1Y-491	Esri ArcGIS Integration - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCT-B2040M-AR-1Y Start Date: 07/01/2023 End Date: 06/30/2024	\$1,049.71 COOP	1	\$1,049.71
13	OG-SWCY-B2040M-AR-1Y-491	Flag Integration (per system) - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCY-B2040M-AR-1Y Start Date: 07/01/2023 End Date: 06/30/2024	\$1,049.71 COOP	1	\$1,049.71
14	OG-SWCW-B2040M-AR-1Y-491	Accounting & Finance Export - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCW-B2040M-AR-1Y Start Date: 07/01/2023 End Date: 06/30/2024	\$1,049.71 COOP	1	\$1,049.71
15	OG-SWCU-B2040M-AR-1Y-491	Contractor License Verification Autofill - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCU-B2040M-AR-1Y Start Date: 07/01/2023 End Date: 06/30/2024	\$1,049.71 COOP	1	\$1,049.71
16	OG-SWCZ-B2040M-AR-1Y-491	Bluebeam Integration - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCZ-B2040M-AR-1Y Start Date: 07/01/2023 End Date: 06/30/2024	\$1,049.71 COOP	1	\$1,049.71
YEAR 2 SUBTOTAL:					\$121,598.52
YEAR 3					
18	OG-SWCF-B2040M-AR-1Y-491	Citizen Services — 4 Service Areas - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCF-B2040M-AR-1Y Start Date: 07/01/2024 End Date: 06/30/2025	\$54,095.78 COOP	1	\$54,095.78
19	OG-SWCQ-B2040M-AR-1Y-491	Master Address Table or Assessor System Integration - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCQ-B2040M-AR-1Y Start Date: 07/01/2024 End Date: 06/30/2025	\$1,312.14 COOP	1	\$1,312.14

# PRICE QUOTATION

Item XI. 5.

## CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
20	OG-SWCT-B2040M-AR-1Y-491	Esri ArcGIS Integration - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCT-B2040M-AR-1Y Start Date: 07/01/2024 End Date: 06/30/2025	\$1,312.14 COOP	1	\$1,312.14
21	OG-SWCY-B2040M-AR-1Y-491	Flag Integration (per system) - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCY-B2040M-AR-1Y Start Date: 07/01/2024 End Date: 06/30/2025	\$1,312.14 COOP	1	\$1,312.14
22	OG-SWCW-B2040M-AR-1Y-491	Accounting & Finance Export - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCW-B2040M-AR-1Y Start Date: 07/01/2024 End Date: 06/30/2025	\$1,312.14 COOP	1	\$1,312.14
23	OG-SWCU-B2040M-AR-1Y-491	Contractor License Verification Autofill - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCU-B2040M-AR-1Y Start Date: 07/01/2024 End Date: 06/30/2025	\$1,312.14 COOP	1	\$1,312.14
24	OG-SWCZ-B2040M-AR-1Y-491	Bluebeam Integration - Between \$20-40 Million - 1Y OpenGov, Inc. - OG-SWCZ-B2040M-AR-1Y Start Date: 07/01/2024 End Date: 06/30/2025	\$1,312.14 COOP	1	\$1,312.14
YEAR 3 SUBTOTAL:					\$61,968.62
SUBTOTAL:					\$229,783.81
TOTAL PRICE:					\$229,783.81
TOTAL QUOTE:					\$229,783.81

# PRICE QUOTATION

Item XI. 5.

## CARAHSOFT TECHNOLOGY CORP

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
----------	----------	-------------	-------------	-----	----------------

Billing Frequency: Annually in Advance

Billing Table:

Year 1 + Professional Services-\$46,216.67  
Period of Performance: 4/01/2023-6/30/2023

Year 2 + Professional Services-\$121,598.52  
Period of Performance: 7/01/2023-6/30/2024

Year 3-\$61,968.62  
Period of Performance: 7/01/2024-6/30/2025

### Opengov Terms of Service

Annual invoices will be delivered by the start of each consecutive annual period. Payment of invoices shall be annually in advance. Customer's use of the OpenGov Services is pursuant to the the Terms and Conditions - Software Service Agreement (Purchase through an OpenGov Authorized Reseller) set forth at <https://opengov.com/terms-of-service>.

OpenGov Proposal Supporting Docs  
Purchase Order Terms

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided. All Purchase Orders must reference the Vertosoft Quote number and include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number, Bill-To and Ship-To Address, Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

# Effingham, GA Investment & Project Planning



Brice Percynski Account Executive  
Dean Simpson Solution Consultant  
Jenni Nordin Solution Consultant  
Tom Crosby, Solution Expert

# Agenda:

- **Introductions**
- **Effingham, GA Investment & Project Planning**
- **Questions**
- **Confirmation of Next Steps**





# Why OpenGov? The Safe & Trusted Partner

- 31 Partners in the state of GA
- Proven & Successful Implementation from City of Smyrna & Austell GA
- Current Deployment of Glynn County
- Purpose-Built Government-Only Company
- Permitting & Licensing | 35 Software Engineers
  - From 4 Software Engineers in 2019
- 1 of 5 Technology Suites Offered as Part of the OpenGov ERP Cloud
- Intradepartmental and Cross-Departmental expansion of OpenGov
- **Mature Professional Services Department Built w/ Former Government Employees and OpenGov Partners | Expertise w/ Change Management**
- Best in Class Support



# Effingham, GA | Development Services



## Critical Business Issues

The County is currently using ADG for permitting, land development and code enforcement. The ADG system is geared towards use for building permitting, and as such, is “clunky” to use and incompatible for use in land development workflows. There is no integration into the County’s GIS, so research must be done manually, and there is little automation. All applications must be entered manually by County Staff, which uses valuable time that could otherwise be spent on higher-quality activities. Inspectors and Code Enforcement Officials in the field are not getting regular updates on projects, and there is often a disconnect between County Staff and constituents or project teams. Notifications are a problem across the board, and all communication on projects, permits, and enforcement issues must be done manually. Plan reviews are currently managed via a series of folders that are locally hosted in County Offices.

## Contributing Factors:

- Age of ADG software
- Lack of features/functionality
- Manual processes creating room for error
- High permitting volume and growth rate
- Low/No Mobility

## Desired Capabilities:

- Online Application Portal for applicant-driven data entry
- Ease-of-use
- Ability to quickly modify workflows
- Integrated plan review and document sharing
- Field access via tablets or similar devices
- Real-time inspections and scheduling
- Integration with GIS System
- Reporting

# Effingham, GA | OpenGov



## Desired Outcomes:

- Streamlines the end-to-end permitting process into a configurable workflow to end “the physical touching of each step of the process.”
  - Transform fillable PDF's and paper applications
- A central location for residents/businesses to apply, pay, review, receive and track their applications online
- Mobility in the field for Code Enforcement, Building and Zoning Departments
- Integration with the County's GIS Mapping System to have streamlined solution
- Robust reporting at the Department level, and to push to the County Manager
- Configure the workflow model to meet specific steps of the process determined by Effingham Staff
- Scheduling improvements for the Inspectors
- An accurate and easily searchable Activity or Audit Log
- Drive efficiencies and improve internal department collaboration throughout the county by leveraging a "one-stop-shop" for multiple departments



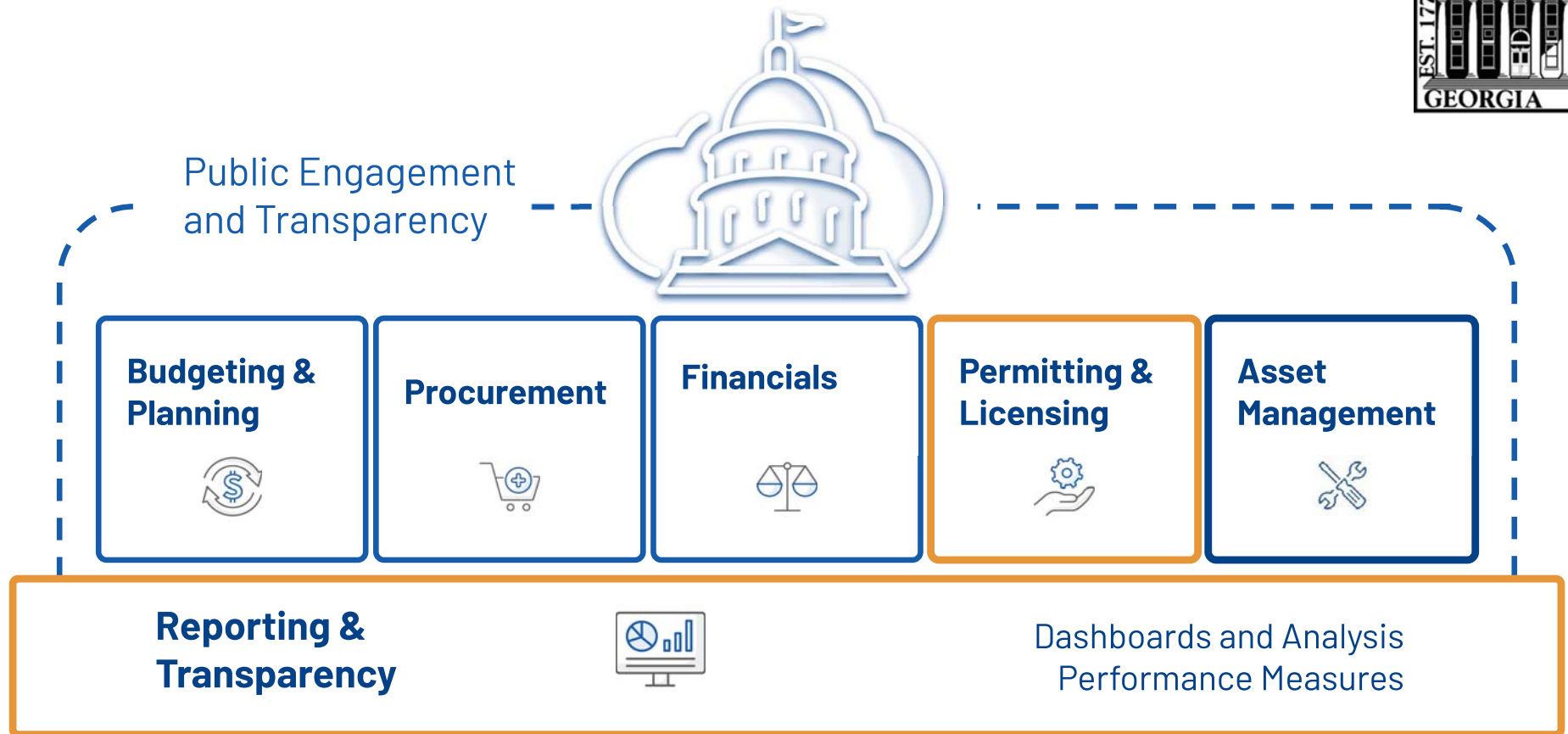
# Effingham,GA | OpenGov

## Desired Outcomes:



- 24/7 Online Citizen Portal for residents and business to:
  - To apply, submit and pay for permits, licenses, grants, special events, etc. online
  - Track and Monitor the status of their applications; save in-progress drafts
  - Request Inspections
  - Review historical permits, inspections and in-progress applications
  - Renew licenses
  - Message county staff throughout the application approval process
  - Receive and print their inspection reports, permits, and licenses at home

# Effingham, GA | With OpenGov





# Why OpenGov? Customer Success

Your Advocate within OpenGov



## Point of Contact

We schedule regular communications to build a strong partnership



## Product Updates

Point of contact to learn about new solutions and roadmap developments



## Value Realization

Source for best practices and training resources



## Future Services

Advise when Professional Services might help you realize additional value



# Why OpenGov? The Resource Center

Visit [support.opengov.com](https://support.opengov.com)

## Resources

Access to informative articles, announcements, webinars, and release notes.

## My Activities

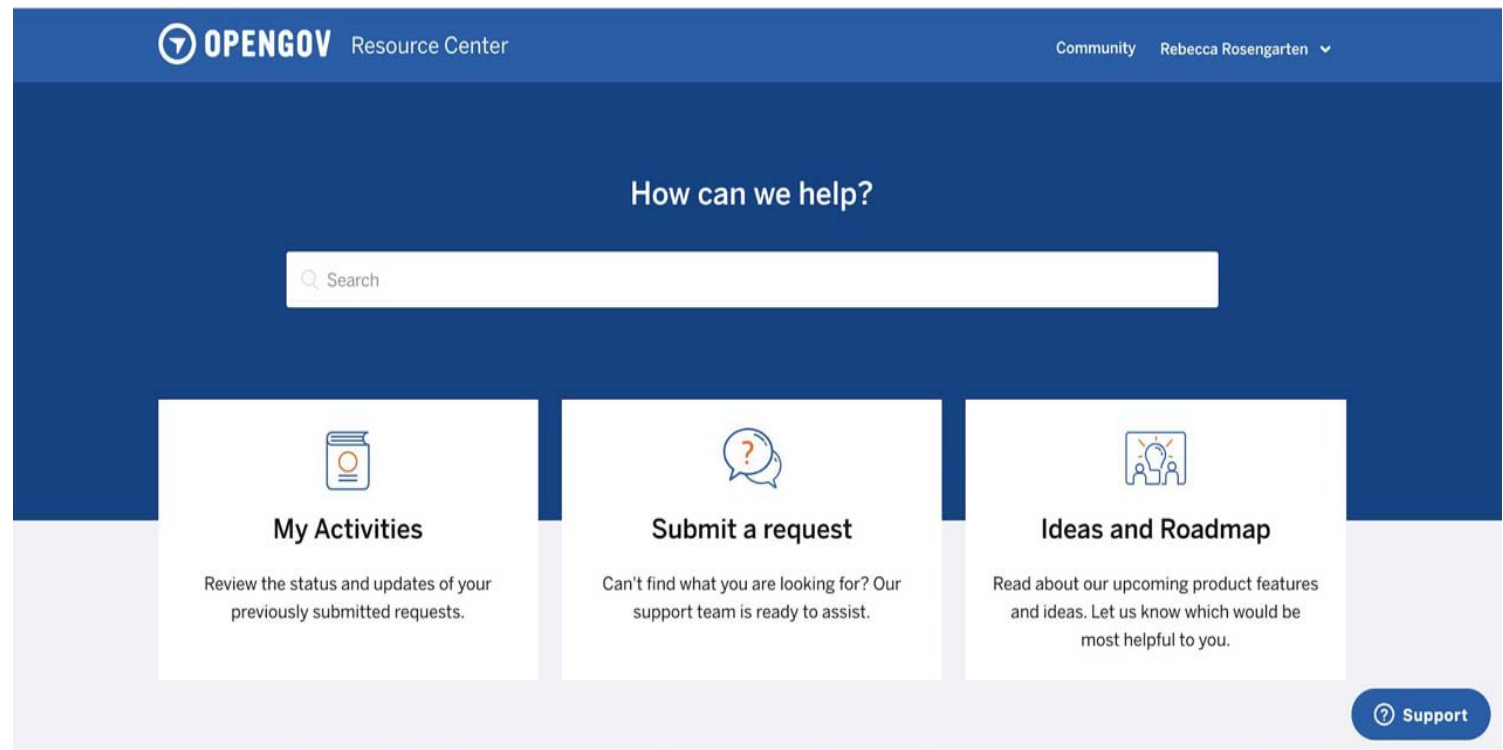
Track your tickets and/or your organization's tickets.

## Submit a Request

File a support ticket if you need help or have a question

## Ideas and Roadmap

Submit product ideas and check out new features that we're building!





# Implementation Overview @ Effingham, GA

**Key Deliverables:** SOW will have the complete implementation overview

**Record Types:** Includes application form conversion, permit workflow, user permissions, fee schedules, output document creation, required attachments, renewals (if applicable)

1. Commercial Building Permit
2. Contractor Registration
3. Conditional Use
4. Special Use
5. Code Complaint
6. Code Violation
7. Business License
8. Liquor License

## Training for each service area:

- Administrator Training
- End User Training
- Record Type Configuration Training

## (Add ons) Integrations and Migrations:

- Master Address Table (MAT)
- ESRI ArcGIS Integration
- Flag Integration
- Contractor License Verification
- ADG Data and Document Migration
- Bluebeam
- Autofills (ICC, Violations, etc)
- Accounting & Finance Export

## Reporting:

- Records
- Inspections
- Payments
- Approval
- Documents
- Projects



# Implementation Timeline @ Effingham, GA

Citizen Services Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Historical Migration and Exports							
Citizen Services Suite	Requirements and Discovery						
	Initiate*						
	Configure*						
	Validation*						
	Go Live*						
Reporting & Transparency							
GoLive Support	Hypercare						
<p>*Timeline is dependent on the number of Service Areas and Records Types.  Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.</p>							



# List Price @ Effingham, GA (Upper Tier)

OpenGov List Price - Effingham County, GA - Community Development Bundle				
Subscription Year	Months	Software	Professional Services	Annual Total
July 1st, 2023 - June, 30th 2024	12	\$109,575	\$82,485	\$192,060
July 1 2024 - June 30th, 2025	12	\$115,054.75	\$0.00	\$115,054.75
July 1st, 2025 - June 30th, 2026	12	\$120,806.43	\$0.00	\$120,806.43

**12 Month Software Cost  
\$109,575**

## OpenGov Pricing Includes:

- Unlimited Users, Data Storage, Volume of Permits/Licenses/Inspections Across the County
- Integration w/ Existing Master Address Table and GIS | Historical Data Migration
- **Split** Professional Services & Annual Software Costs Prorated first year
- List Price Software Subscription = \$109,575
  - Permitting
  - Licensing
  - Planning
  - Code Enforcement





## List Price @ Effingham,GA (Lower Tier)

OpenGov List Price - Effingham County, GA - Community Development Bundle				
Subscription Year	Months	Software	Professional Services	Annual Total
July 1st, 2023 - June, 30th 2024	12	\$94,519	\$82,485	\$160,867
July 1 2024 - June 30th, 2025	12	\$99,244.95	\$0.00	\$99,244.95
July 1st, 2025 - June 30th, 2026	12	\$104,207.20	\$0.00	\$104,207.20

**12 Month Software Cost  
\$94,519**

### OpenGov Pricing Includes:

- Unlimited Users, Data Storage, Volume of Permits/Licenses/Inspections Across the County
- Integration w/ Existing Master Address Table and GIS | Historical Data Migration, Bluebeam Integration
- **Split** Professional Services & Annual Software Costs Prorated first year
- List Price Software Subscription = \$94,519
  - Permitting
  - Licensing
  - Planning
  - Code Enforcement







# Proposal Review @ Effingham, GA

OpenGov Proposal - Effingham County, GA - Community Development Bundle				
Subscription Year	Months	Software	Professional Services	Annual Total
April 1, 2023 - June 30th, 2023	3	\$19,621.33	\$20,621.25	\$40,242.58
July 1st 2023 - June 30th, 2024	12	\$59,546.67	\$61,863.75	\$121,410.42
July 1st 2024- June 30th, 2025	12	\$61,985.90	\$0.00	\$61,807.20

**12 Month Software Cost  
\$59,546**

## OpenGov Pricing Includes:

- Unlimited Users, Data Storage, Volume of Permits/Licenses/Inspections Across the County
- Integration w/ Existing Master Address Table and GIS | Historical Data Migration
- **Split** Professional Services & Annual Software Costs Prorated first year
- List Price Software Subscription = \$94,519 (**37% Discount**)(**\$34,972.33 Savings**)
  - Permitting
  - Licensing
  - Planning
  - Code Enforcement
- **Key Dates: March 9th (Board Meeting Agenda Deadline ) & March 21st (Board Meeting)**



# Thank You



# Statement of Work

## County of Effingham, GA

Creation Date: 03/01/2023  
Document Number: PS-03784  
Version Number: 1  
Created by: Dean Simpson

## Table of Contents

<b>1. Overview and Approach</b>	<b>3</b>
1.1. Agreement	3
<b>2. Statement of Work</b>	<b>3</b>
2.1. Project Scope	3
2.2. Facilities and Hours of Coverage	4
2.3. Key Assumptions	4
2.4. OpenGov Responsibilities	4
2.4.1. Activity 1 – Project Management	4
2.4.2. Activity 2 – Initialization	5
2.4.3. Activity 3 – OpenGov Use Cases	6
2.4.4. Activity 4 – Training	6
2.5. Your Responsibilities	6
2.5.1. Your Project Manager	7
2.6. Completion Criteria	7
2.7. Estimated Schedule	7
2.8. Illustrative Project Timelines	8
2.9. Charges	8
2.10. Offer Expiration Date	8
<b>Appendix A: Engagement Charter</b>	<b>9</b>
A-1: Communication and Escalation Procedure	9
A-2: Change Order Process	9
A-3: Deliverable Materials Acceptance Procedure	10
<b>Appendix B: Implementation Activities</b>	<b>11</b>
B-1: OpenGov Permitting & Licensing Suite	11
<b>Appendix C: Technical Requirements</b>	<b>17</b>
C-1: OpenGov Permitting & Licensing Suite	17

# 1. Overview and Approach

## 1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for County of Effingham ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Software Services Agreement between OpenGov and County of Effingham.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

# 2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Permitting & Licensing as defined in the OpenGov Responsibilities section of this document ([Section 2.4](#)). Any additional services or support will be considered out of scope.

## 2.1. Project Scope

Under this project, OpenGov will deliver cloud based Permitting & Licensing solutions to help the County of Effingham power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

## 2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in County of Effingham in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

## 2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2) , and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Permitting & Licensing Suite
  - i. Customer will provide forms, workflows, fees, and other relevant data within two (2) weeks immediately following the kick-off meeting.
  - ii. OpenGov Record Type configuration will include up to eight (8) total Record Types for four (4) Service Areas (See Appendix B for list).
  - iii. Customer will provide a complete, consistent, and accurate Master Address Table (MAT) import file and maintain the file format and unique IDs.
  - iv. OpenGov will provide up to two (2) exchanges of data per file imported (Master Address Table (MAT), Autofill, etc.) under this Scope of work.
  - v. OpenGov will migrate historical data from the following system(s): American Data Group (ADG). Historical Data migrations using Database backup files are not included in the scope of this project.
  - vi. Customer will maintain GIS layers and field names to support the GIS Flag integration.
  - vii. Customer will handle Bluebeam licensing and training with Bluebeam directly.

## 2.4. OpenGov Responsibilities

### 2.4.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW.

The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

## Planning

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

## Project Tracking and Reporting

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

## Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

## Deliverable Materials:

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

### 2.4.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

## Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer



**Deliverable Materials:**

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

### 2.4.3. Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

Permitting & Licensing Use Cases

- A. Community Development: Building Permits & Inspectional Services
- B. Community Development: Planning and Zoning Approvals
- C. Community Development: Code Enforcement
- D. Business Licenses

**Completion Criteria:**

This activity will be considered complete when:

Permitting & Licensing Use Cases

- Record Types are configured
- Integrations are configured
- Historical Data migration is completed
- Document migration is completed

**Deliverable Materials:**

- Formal sign off document

### 2.4.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions or through OpenGov University Training courses. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

**Completion Criteria:**

- Administrator training is provided
- End User training is provided

**Deliverable Materials:**

- Formal sign off document

## 2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these

responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

### 2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

## 2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- B. The End date is reached

## 2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of December 2023 ("End Date") or on other dates mutually agreed to between you and OpenGov.

## 2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Permitting & Licensing Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Historical Migration and Exports							
Permitting & Licensing Suite	Requirements and Discovery						
	Initiate*						
	Configure*						
	Validation*						
	Go Live*						
Reporting & Transparency							
GoLive Support	Hypercare						
<small>*Timeline is dependent on the number of Service Areas and Records Types. Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.</small>							

## 2.9. Charges

The Services will be conducted on a Fixed Price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. OpenGov shall not exceed the estimated \$5,000 expenses, per trip, without written approval from the Customer.

## 2.10. Offer Expiration Date

This offer will expire on June 1, 2023 unless extended by OpenGov in writing.

## Appendix A: Engagement Charter

### A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
  - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
  - Executives may be called upon to clarify expectations and/or resolve confusion.
  - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
  - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
    - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
    - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
    - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
    - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
  - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

### A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- **Change Order** - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
  - Timeline for completion
  - Sign off process
  - Cost of change and Invoice timing
  - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

### A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in Section 6.1(e) of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
  - o Professional Services to the customer could be stopped;
  - o Delay to any agreed timelines; or
  - o Not having the same Professional Services team assigned.

## Appendix B: Implementation Activities

### B-1: OpenGov Permitting & Licensing Suite

#### Instance Creation

Permitting & Licensing Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
<b>Permitting &amp; Licensing Instance</b>	OpenGov will: <ul style="list-style-type: none"> <li>Provision a PLC environment and FTPS site.</li> </ul>	Customer will: <ul style="list-style-type: none"> <li>Confirm access to PLC environment.</li> </ul>
<b>Provisioning Reporting &amp; Transparency Platform</b>	OpenGov will: <ul style="list-style-type: none"> <li>OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.</li> </ul>	Customer will: <ul style="list-style-type: none"> <li>Confirm access to entity and modules.</li> </ul>

#### Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Technical Project Review</b>	OpenGov will: <ul style="list-style-type: none"> <li>Provide up to two (2) two-hour working sessions at the beginning of the project to:               <ul style="list-style-type: none"> <li>Review deliverables</li> <li>Review technical requirements</li> <li>Provide documentation on requirements and processes</li> <li>Provide a system overview to Customer's System Administrators</li> </ul> </li> </ul> OpenGov Assumptions: <ul style="list-style-type: none"> <li>Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.</li> </ul>	Customer will: <ul style="list-style-type: none"> <li>Identify relevant participants for attendance.</li> <li>Confirm deliverables.</li> <li>Provide relevant data for the project.</li> </ul>

#### System Integrations Configuration

2023 Statement of Work v2



Description	OpenGov Responsibilities	Customer Responsibilities
<b>Recurring Master Address Table (MAT) Import</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Provide a Master Address Table (MAT) template.</li> <li>• Provide an FTPS location for the Customer to upload the file.</li> <li>• Import the MAT file.</li> </ul> <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> <li>• Customer will provide a complete, consistent, and accurate import file and maintain the file format and unique IDs.</li> <li>• OpenGov will provide up to two (2) exchanges of data per file imported.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Populate the Customer's location data in the OpenGov MAT template.</li> <li>• Upload MAT file to OpenGov's FTPS.</li> <li>• Agree upon specifications prior to import.</li> <li>• Validate and provide sign-off the solution meets agreed upon specifications.</li> <li>• Maintain the MAT following configuration by uploading the MAT file on a recurring basis (e.g. daily, weekly, or monthly).</li> </ul>
<b>ESRI ArcGIS Server Integration</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Integrate with the Customer's ArcGIS public API endpoint to display read-only versions of the layer on Mapbox based maps.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide a public and secure ESRI REST API URL.</li> <li>• Validate and provide sign-off the integration.</li> </ul>
<b>GIS Flag Integration</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Enable GIS Flag Integration.</li> <li>• Import a list of location flags from the addresses provided on the MAT to display on OpenGov Location Pages.</li> </ul> <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> <li>• Customer will maintain GIS layers and field names to support the GIS Flag integration.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide GIS Flag information</li> <li>• Provide desired flag text.</li> <li>• Agree upon specifications prior to import.</li> <li>• Update layers as needed</li> <li>• Validate and provide sign-off the solution meets agreed upon specifications</li> </ul>
<b>Accounting &amp; Finance Export</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Provide an export of financial data based on the Customer provided format and put the files onto the Customer's FTPS as often as nightly.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide OpenGov the required format and a sample document.</li> <li>• Agree upon specifications prior to export.</li> </ul>

		<ul style="list-style-type: none"> <li>• Validate and provide sign-off the solution meets agreed upon specifications</li> <li>• Key in or upload the export to their Financial System.</li> </ul>
<b>Autofill</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Configure up to five (5) autofills using source data from OpenGov or provided by the customer.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide source data, if applicable.</li> <li>• Agree upon specifications prior to configuration.</li> <li>• Validate and provide sign-off the solution meets agreed upon specifications</li> </ul>
<b>Bluebeam Integration</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Enable any attachment to click "Open in Bluebeam Studio" to start or continue a collaborative document markup/review session in Bluebeam.</li> </ul> <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> <li>• Customer will handle Bluebeam licensing and training with Bluebeam directly.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide Bluebeam Studio Prime license(s).</li> <li>• Validate and provide sign-off the solution meets agreed upon specifications</li> </ul>

### Record Type Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Record Type Configuration</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Configure standard record type drafts of Customer's record types in the Permitting &amp; Licensing system. Record Type includes: <ul style="list-style-type: none"> <li>○ Application Form</li> <li>○ Workflow</li> <li>○ Output Document</li> <li>○ Fees</li> </ul> </li> <li>• Review configured Record Types and provide training on how to: <ul style="list-style-type: none"> <li>○ Manage access</li> </ul> </li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Provide existing application forms, current workflows, fee structures, and output documents.</li> <li>• Attend scheduled working sessions for the purpose of validating, reviewing, and iterating upon draft record types configuration.</li> <li>• Test all configured record types</li> <li>• Validate and sign off on configured record types.</li> </ul>

	<ul style="list-style-type: none"> <li>○ Edit forms, fees, and workflow.</li> </ul> <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> <li>● OpenGov will configure up to eight (8) Record Types <ul style="list-style-type: none"> <li>○ Commercial Building Permit</li> <li>○ Liquor License</li> <li>○ Code Violation</li> <li>○ Contractor Registration</li> <li>○ Conditional Use</li> <li>○ Special Use</li> <li>○ Code Complaint</li> <li>○ Business License</li> </ul> </li> </ul>	
--	--	--

#### Data Migration Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Historical Data Migration</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Perform stages of Historical Data Migration: <ol style="list-style-type: none"> <li>1. Initial Load</li> <li>2. Legacy Record Type</li> <li>3. Address Matching</li> <li>4. Final Load</li> </ol> </li> <li>● Set up all record types that historical data will be migrated into prior to initial load.</li> </ul> <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> <li>● Migrate Historical data from Customers system(s): ADG</li> <li>● Data migration does not exceed 250,000 records unless otherwise stated in the SOW.</li> <li>● Historical Data migrations using Database backup files are not included in the scope of this project. If required, a Change Order may be required.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Provide all necessary historical data or access to agreed upon data and mapping. This is not an exhaustive list.</li> <li>● Validate and sign off of data loaded.</li> </ul>

<b>Document Migration</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Migrate documents attached to either migrated permits or locations provided through a Master Address Table (MAT) integration"</li> </ul> <p>Assumptions:</p> <ul style="list-style-type: none"> <li>• Document migration file size does not exceed 1 TB unless otherwise stated in the SOW.</li> </ul>	<p>Customer will</p> <ul style="list-style-type: none"> <li>• Provide all necessary historical document data.</li> <li>• Validate and sign off of data loaded.</li> </ul>
---------------------------	--	---

### Working Sessions and Trainings

<b>Permitting &amp; Licensing Working Sessions</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Per the agreed upon Project Plan, schedule working session with Customer's system Administrators to: <ul style="list-style-type: none"> <li>○ Review configurations</li> <li>○ Provide insight and training on system functionality</li> <li>○ Gain feedback and answer questions regarding configured system functionality</li> </ul> </li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Per the agreed upon Project Plan attend working sessions to: <ul style="list-style-type: none"> <li>○ Review configurations</li> <li>○ Gain insight and training on system functionality</li> <li>○ Give feedback and ask questions regarding configured system functionality</li> </ul> </li> </ul>
<b>OpenGov University</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Provide access to OpenGov University online courses</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Complete OpenGov University Training courses as assigned.</li> </ul>
<b>Permitting &amp; Licensing Administrator Training</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Provide System Training designed for system administrators, which will include how to: <ul style="list-style-type: none"> <li>○ Create and customize the Public Portal</li> <li>○ Edit Record Types</li> <li>○ Create, share and export datasets.</li> </ul> </li> </ul>	<p>Customer will</p> <ul style="list-style-type: none"> <li>• Identify relevant participants and attend scheduled trainings.</li> </ul>

<b>Permitting &amp; Licensing Internal End-User Training</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide four (4) of Internal End User Training(s) designed for Plan Review, Inspectors, etc., which will include how to: <ul style="list-style-type: none"> <li>○ Navigate the system</li> <li>○ Understand inbox and tasks</li> <li>○ Handle fees and payments</li> <li>○ Conduct inspections</li> <li>○ Create a new record</li> <li>○ View datasets</li> </ul> </li> </ul>	<p>Customer will</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> </ul>
<b>Mobile App Training</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide one Training(s) on the Mobile App designed for users; which will include: <ul style="list-style-type: none"> <li>○ Navigate the system</li> <li>○ Conducting inspections</li> </ul> </li> </ul>	<p>Customer will</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> </ul>
<b>Record Type Configuration Training</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide up to eight (8) configuration training session(s) to enable Administrators to own future configuration of Record Types.</li> <li>● Session(s) will focus on: <ul style="list-style-type: none"> <li>○ Hands-on training for building, configuring, and maintaining Record Types.</li> <li>○ Best practices</li> </ul> </li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> <li>● At the end of configuration training sessions, be responsible for maintenance and configuration of all Record Types.</li> </ul>
<b>Reporting &amp; Transparency Administrator Training</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide training on how to load data</li> <li>● Provide training on reports and dashboards</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> <li>● Maintain and configure reports and dashboards</li> </ul>

## Appendix C: Technical Requirements

### C-1: OpenGov Permitting & Licensing Suite

Permitting & Licensing Suite	
Description	Technical Requirements
Master Address Table	<ul style="list-style-type: none"> <li>• 1 Flat file</li> <li>• .csv, .xls, .xlsx, .txt with headers</li> <li>• Location information (parcels and address points recommended)</li> <li>• Unique ID field</li> </ul>
ESRI ArcGIS Integration	<ul style="list-style-type: none"> <li>• Publicly-accessible secure ESRI REST API URL</li> <li>• WFS link will not suffice</li> </ul>
GIS Flag Information	<ul style="list-style-type: none"> <li>• Polygon Layer(s) via ESRI REST API URL (polylines and points are not supported)</li> <li>• Mapping of flag text</li> </ul>
Exports	<ul style="list-style-type: none"> <li>• required format (columns)</li> <li>• sample document</li> </ul>
Autofills using Customer Source Data	<ul style="list-style-type: none"> <li>• Flat file</li> <li>• .csv, .xls, .xlsx, .txt with headers</li> </ul>
Bluebeam	<ul style="list-style-type: none"> <li>• Bluebeam Studio Prime license(s)</li> </ul>
Record Types	<ul style="list-style-type: none"> <li>• Current application forms, workflows, fee structures, and output documents.</li> <li>• PDF, Word, .csv, .xls, .xlsx with headers</li> </ul>
Historical Data	<ul style="list-style-type: none"> <li>• Flat file</li> <li>• .csv, .xlsx with headers</li> <li>• Record type mapping</li> <li>• Record status mapping</li> </ul>
Historical Documents	<ul style="list-style-type: none"> <li>• Flat file</li> <li>• .csv, .xlsx with headers</li> <li>• One row per document</li> <li>• All rows must be tied back to the MAT's unique ID field</li> <li>• All rows must have a file path or publicly accessible URL</li> <li>• Provide files by URL or Zip File. If providing a ZIP file, ensure that when ZIP file is opened the file path matches the mapping document</li> </ul>





# OpenGov and Effingham County, GA

Project Plan Letter and Partnership  
Investment Summary



**Brice Percynski**  
GA Account Executive  
[bpercynski@opengov.com](mailto:bpercynski@opengov.com)

# Table of Contents

<b>Executive Summary</b>	<b>4</b>
<b>OpenGov Permitting &amp; Licensing</b>	<b>7</b>
<b>Reporting &amp; Transparency Platform</b>	<b>13</b>
<b>Qualifications &amp; Experience</b>	<b>16</b>
Company History	17
Customer Stories	18
<b>Professional Services Overview</b>	<b>20</b>
<b>OpenGov Premium Support Overview</b>	<b>24</b>
<b>OpenGov University &amp; Training</b>	<b>28</b>

Kayla Phillips  
Process Manager  
Effingham, GA  
804 S Laurel Street  
Springfield, Georgia 31329

## **RE: Project Plan Letter for Departmental Services**

Dear Kayla,

On behalf of OpenGov, we are thrilled to expand our partnership with Effingham County by proposing OpenGov Permitting & Licensing, the industry's most user-friendly workflow automation solution designed to improve the applicant experience and streamline everyday tasks for government employees. We truly value your careful consideration in reviewing the project plan letter and proposal we have prepared for you.

In the following pages, we are pleased to inform you of our product offerings that we believe will exceed your expectations in implementing a cloud-based integrated solution suite for Effingham County permitting, licensing, planning, and code enforcement needs. OpenGov Permitting & Licensing modernize community development and other complex civic services through highly configurable workflows replete with digital forms, signatures, and payments. Featuring a user-friendly constituent portal seamlessly integrated with backend data collection and approval rules, OpenGov Permitting & Licensing delivers an all-in-one cloud solution to streamline processes from intake through issuance.

OpenGov has partnered with many other municipal governments that are also in the midst of establishing a new plan and vision for their communities. As a true partner, OpenGov enables governments like Effingham County to build trust in their communities by communicating initiatives and progress clearly while fostering better engagement through integrated tools. OpenGov has a strong presence in the State of Georgia, partnering with many governments such as Bulloch County, Glynn County, and the City of Savannah.

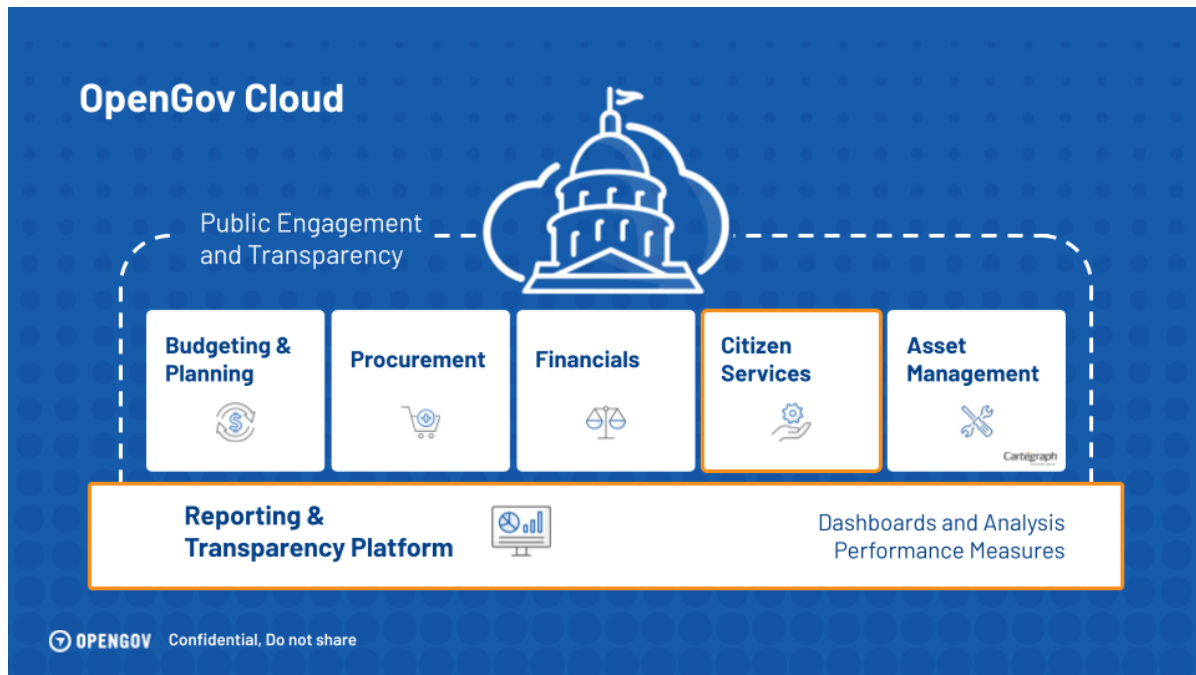
We are on a mission to power more effective and accountable government, and we seek to produce long-term partnerships with the communities we serve. We look forward to putting our entire organization behind Effingham County to ensure this engagement exceeds expectations. I look forward to meeting with you and your team very soon.

Sincerely,

Brice Percynski  
Account Executive  
bpercynski@opengov.com  
770-356-8530

# Executive Summary

OpenGov is proposing **OpenGov Permitting & Licensing** and the **Reporting & Transparency Platform** for consideration. We look forward to demonstrating how these solutions will meet and exceed your needs and expectations.



**OpenGov Permitting & Licensing** modernizes community development through highly configurable workflows replete with digital forms, signatures, and payments. Featuring a user-friendly constituent portal seamlessly integrated with backend data collection and approval rules, OpenGov Permitting & Licensing delivers an all-in-one cloud solution to streamline processes from intake through issuance. With OpenGov Permitting & Licensing, governments can decrease turnaround times by 50%, save staff hours, drive increased revenue, and delight citizens without compromising the administrative controls their teams need.

OpenGov Permitting & Licensing is the only solution that provides:

- The industry's most user-friendly design
- Flexible, dynamic configuration for easier setup and maintenance
- End-to-end experiences that connect your citizens and back-office
- Best-in-class reporting and analysis right out-of-the-box

OpenGov is a customer-driven software company backed by over 500 years of employee experience in the public sector. With OpenGov, your investment in efficient operations, better decision-making, and a more engaged community will sustain you for the long haul.

**The Reporting & Transparency Platform** powers the OpenGov Cloud with unparalleled reporting and transparency capabilities to drive faster, more effective decisions, and understand the public response. OpenGov was founded on the principle that better transparency and civic service are paramount to the future of state and local government. The Reporting & Transparency Platform provides a seamless connection between back-office capabilities and industry-leading communication tools; transforming civic engagement and empowering data-based decision-making.

## Why OpenGov?

### The only modern cloud software purpose-built for local government.

OpenGov offers transformative solutions for budgeting, financial management, civic services, and procurement with the market-leading Reporting & Transparency platform — allowing customers to reallocate up to 1% of their budgets for more strategic outcomes and save thousands of hours on manual and paper-based processes.

### A trusted partner.

More than [1,600 governments nationwide](#) partner with OpenGov to drive more effective and accountable operations through cloud financial solutions. Built exclusively for state and local government, OpenGov's software, services, and expertise are backed by over 500 years of employee experience in the public sector.

### A platform built to grow with you.

Modern cloud architecture ensures all of your users have access to the latest features and upgrades while reducing your IT burden, minimizing your cost footprint, and breaking down system and data silos. Thanks to world-class professional services and a roadmap driven by customer feedback, you future-proof your investment for the next generation.

## Trusted by Leading Governments



Cobb County, GA



Pasco County, FL



Dallas County, TX



Bulloch County, GA



Hilton Head, SC



City of Savannah



City of Tampa, FL



Union County, OH

## Benefits of Modern Government Cloud Software

In a [post-pandemic world](#), the benefits of modern cloud software (aka: “Software as a Service”) are crucial in helping governments address the challenges of remote work, digital services, and managing uncertainty. [Cloud software](#) helps you future-proof your investment while focusing on your community.

#### ✓ Increase Productivity

Modern government work is collaborative. Intuitive software empowers all users for success.

#### ✓ Improve Citizen Experience

Digital services map to the expectations of community members and improve satisfaction.

#### ✓ Strengthen Public Trust

Better decisions and alignment come from common, shared, accurate information

#### ✓ Build Resilience

Leaders have confidence in the face of uncertainty that their [processes are secure](#) and sustainable.

## All Cloud’s aren’t Created Equal

Many software providers try to sell legacy systems as “cloud” because they are delivered remotely. Same software, different packaging. These aren’t designed for 21st-century government. [Modern government cloud software](#) has these characteristics:

- **Anywhere, Any Device** - Nothing to install - only a browser required
- **Intuitive User Interfaces** - Built in the era of consumer software, eliminates the nuances and complexities that only “power users” can understand
- **Fast and Configurable** - Can be deployed quicking providing value when you need it and configured without deep technical expertise or IT assistance
- **Continuous Enhancement** - Updates are hassle-free and transparent to customers
- **World-Class Security and Infrastructure** - Modern applications take advantage of the leading cloud service providers (like Microsoft Azure) to ensure your mission-critical systems are resilient
- **100% Hassle-Free** - Always up-to-date with no effort from your government. No upgrades, patches, customizations, or (of course) hardware to manage.



“Every time I see discussion online about municipalities looking at expensive custom software, I have a little cringe, because I think there’s so much flexibility in cloud-based software...There’s a tendency for us to think we need highly customized software and oftentimes that’s not the case. We can often find things out there that will improve what we’re able to do at a greatly reduced cost from software that was available to us 10, 15, or 20 years ago.”

**Dan Ralley**, Assistant City Manager | City of Upper Arlington, OH



# OpenGov Permitting & Licensing

Modernize your permitting process to streamline operations and improve customer service.

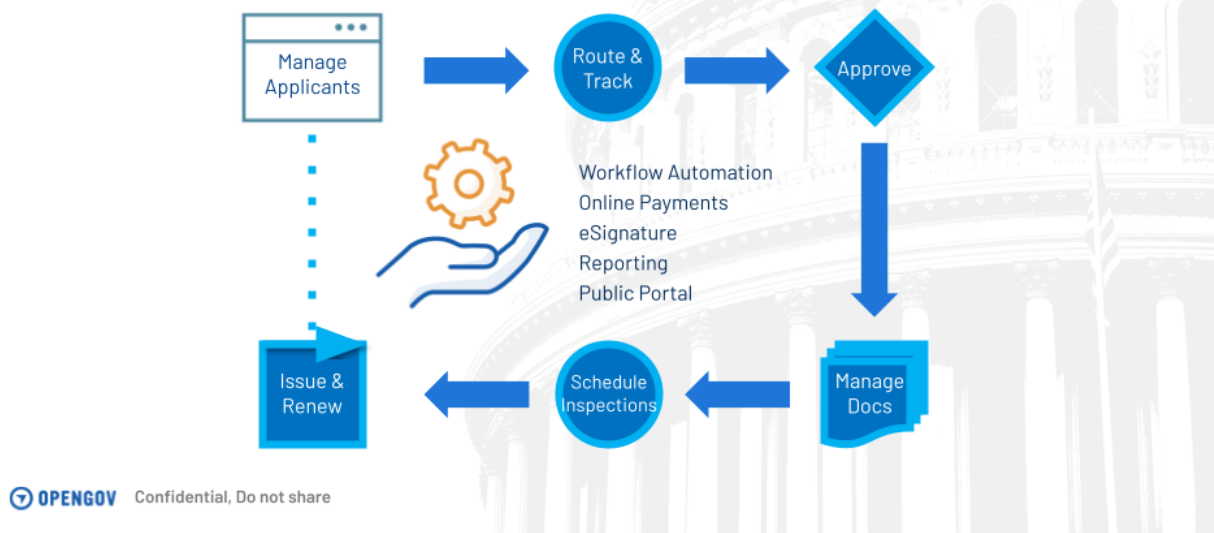
## Process and Track Permits with Unparalleled Ease

An all-in-one community development suite for permitting, licensing, inspections, and code enforcement.

- [OpenGov Permitting & Licensing](#) gives you the power to manage all of your permitting and licensing operations [without messy spreadsheets or cumbersome software](#).
- With drag-and-drop technology to build workflows, fees, forms, and inspections, you have complete control over the entire process.
- With powerful customer service tools, you can empower applicants to conduct government business from the convenience of their home or office.

## Permitting & Licensing

Power every permitting and licensing workflow



### Process

Route, approve, and issue permits electronically up to 5x faster than legacy systems.



### Serve

Let applicants apply, pay for, track, and receive their [permits or licenses online](#).



### Inspect

Manage schedules, access data, and conduct inspections in the field.



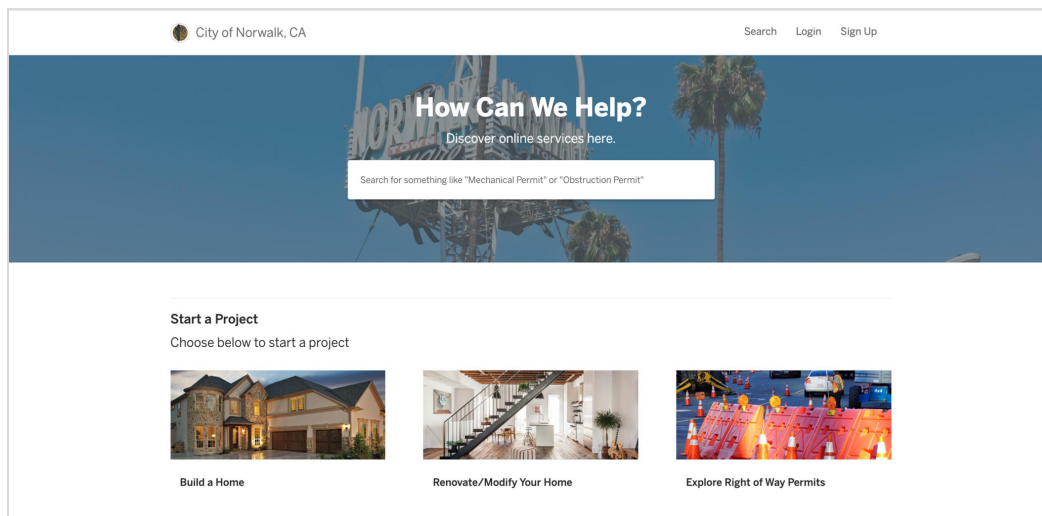
### Renew

Automate license renewals, track high-level progress, and enable online renewals.

## User-Friendly Design

OpenGov Permitting & Licensing is the industry's most user-friendly workflow automation platform, designed to improve the applicant experience and streamline everyday tasks for government employees. Featuring an out-of-the-box public portal, Permitting & Licensing enables online self service by guiding applicants step-by-step through the process.

- Reduce counter time by enabling applicants to easily research, apply, pay for, and receive permits and licenses online with a **user-friendly public portal**.
- **Deliver better customer service** with in-app messaging, and empower applicants to easily manage their projects online with features like status notifications, saved drafts, and payment records.
- Empower your team to **work and collaborate on a whole new level**, with modern features like the personalized notifications inbox, visual progress bars, tag mentions, and more.



## Flexible, Dynamic Configuration for Easier Implementation & Maintenance

Featuring drag-and-drop technology, Permitting & Licensing is a highly configurable workflow engine ready for any application type, from building permits to code enforcement violations to grant applications. Update approval steps, fees, inspections, documents, and more with the click of a mouse, all while maintaining centralized reporting and granular security controls.

- See a **faster ROI** with customizable templates and 'no-code' configuration to **streamline implementation** and future updates.
- **Consolidate and organize business processes** to improve the applicant experience and increase efficiency.
- Automatically **identify specific project conditions**, locations, or applicants for special approval steps.

### Seamless Automation for Community Development Workflows

In comparison to online PDFs or legacy systems with disjointed parts, Permitting & Licensing provides true automation for community development workflows. Applicants submit forms through an intuitive public portal, which are then automatically routed through predetermined approval steps based on the application type and project data. Streamline complex projects and multi-department approvals for maximum efficiency.

- Provide a complete self-service option for public applicants, including online inspections requests, to **cut down on calls and counter service time by up to 80%**.
- Eliminate the need for manual data entry and **reallocate staff hours to higher priority tasks**.
- **Increase capacity and decrease processing times** with industry-leading workflow automation features like parallel approval steps and auto-assigned tasks.

## One Solution to Power Every Permitting and Licensing Workflow



Building Permits



Planning and Zoning



Virtual Inspections



Public Works



Code Enforcement



Business Licenses



Outdoor Dining



Short Term Rentals



Cannabis Licensing



Health Permits



Pet Licenses



Fire and Safety



Police



Special Events



Economic Recovery Programs

## Key Features

### Streamline multi-department workflows through process automation

Every record has a workflow where post-submission activity is recorded. Let each submission flow electronically from intake through departmental reviews, automatically assigning steps to the next available employee. Ensure that no permit is ever issued before all required approvals are complete.

The screenshot shows the OpenGov Building Permit system interface for project B-23452345. The interface is divided into several sections:

- Header:** Includes navigation tabs (Explore, Reports, Map, Analytics), a search bar, and user information (Expiration Date, Active, 1).
- Left Sidebar:** Contains navigation icons for Explore, Inbox, Inspect, and Review.
- Main Content Area:**
  - Details:** Submitted on Feb 13, 2020 12:11 PM.
  - Attachments:** 1 file.
  - Activity Feed:** Latest activity on Feb 13, 2020.
  - Applicant:** Ben Builder.
  - Location:** 505 Forest Avenue, Laguna Beach, CA 92651.
  - Timeline:** A list of events including New Construction Fee, Roofing/Siding/Windows Fee, Application Review, Building Dept Review, and Inspection.
  - Project Information:**
    - Type of Project: New Construction
    - Description of Work: single family home
    - Start Date: 02/22/2020
    - Zoning Classification: Residential
    - Number of floors: 1
    - Estimated Project Cost: 100,000
    - Type of Property: Residential - Single Family
    - Estimated Completion: 02/29/2020
    - Sq. Footage of Property: 60,000
  - Primary Contractor Information:**
    - Name: JUAN BENITEZ
    - DBA: (blank)
    - Mailing Address: (blank)
    - Phone #: (blank)

### Help your customers help themselves with constituent services

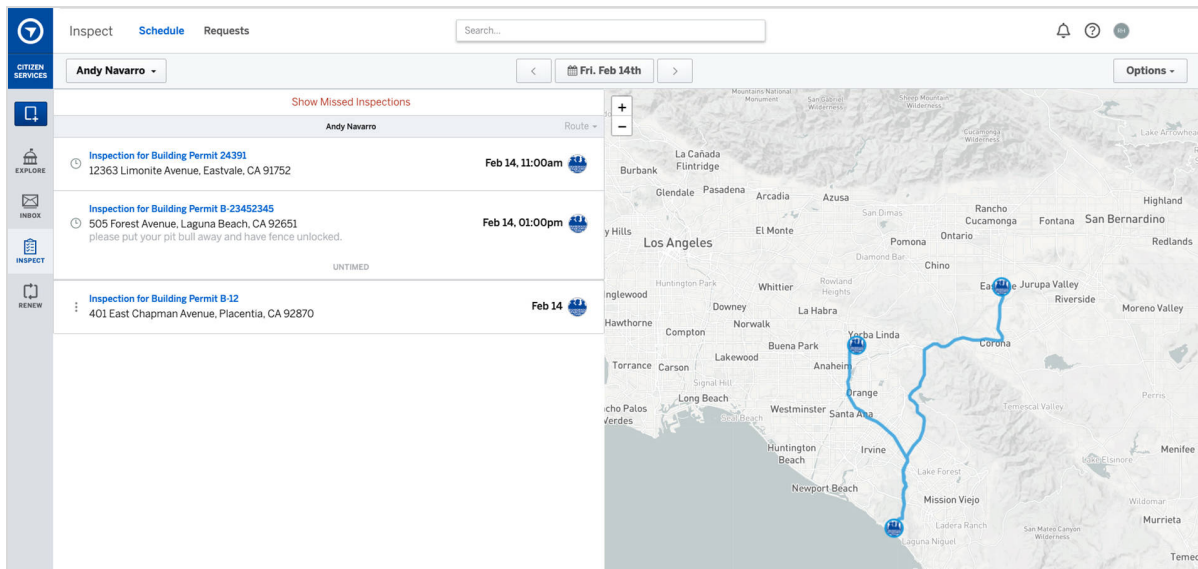
The Storefront customer service portal allows you to educate constituents about service information and submission requirements. Applicants can draft and submit applications, pay fees online, and message reviewers.

The screenshot shows the City of Norwalk 'Build a Home' storefront portal. The header includes the City of Norwalk logo and navigation links (Search, Login, Sign Up). The main content area features a large banner with the text 'Build a Home' and a sub-header 'Answer the questions below to determine what you need to get started.' Below this, there are three questions with radio button options:

- Have you taken your project to the Planning Dept.?**
  - ☐ Yes
  - ☐ No
- Are you starting a building from scratch?**
  - ☐ Yes
  - ☐ No
- Is this a residential building?**
  - ☐ Yes
  - ☐ No

## Simplify inspection scheduling and site visits via inspection management

When it's time for an inspection, let applicants request dates online. Assign inspectors manually, or automatically. [Save time during the inspection](#) by recording results digitally from a tablet onsite. They'll be immediately available within the platform, for staff and applicants.



## Completely automate license renewals

Streamline the license renewal process to support improved compliance and internal efficiency. In a few easy steps, completely automate license renewals by type and renewal period, so staff members can focus on higher priority tasks.

The screenshot displays the 'Renew' module of the OpenGov platform. The top navigation bar includes 'Renew'. A search bar is present. Below the navigation, the user 'All Campaigns' is selected. The main content area shows a table of license renewal campaigns. The table has columns for 'Open', 'Renewal Submitted', 'Lapsed', and 'Pending'.

Campaign	Open	Renewal Submitted	Lapsed	Pending
Stray Voltage Tests 2020 <b>Active</b>	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Annual Assessment Fees <b>Active</b>	0 (0%)	0 (0%)	1 (100%)	0 (0%)
PF Biz Licenses <b>Active</b>	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Business Licenses 2019 Q4 <b>Active</b>	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Annual Billing <b>Active</b>	0 (0%)	0 (0%)	10 (100%)	0 (0%)



---

“The software has been so easy to configure in comparison with our legacy system, which was very cumbersome. With the drag-and-drop design, [it's so easy to make workflows.](#)”

**Paul Leedham**

Chief Innovation Officer  
City of Hudson, OH

---

## Additional Features

- Explore your Esri ArcGIS maps in the platform to conduct spatial analysis around development operations.
- **Online Payments.** Let applicants pay online via credit card or eCheck and receive direct deposits of permit revenue.
- **Addressing.** Sync your master address table to bring parcel data into any permit application automatically.
- **Accounting.** Automatically sync daily financial transactions to your accounting system.

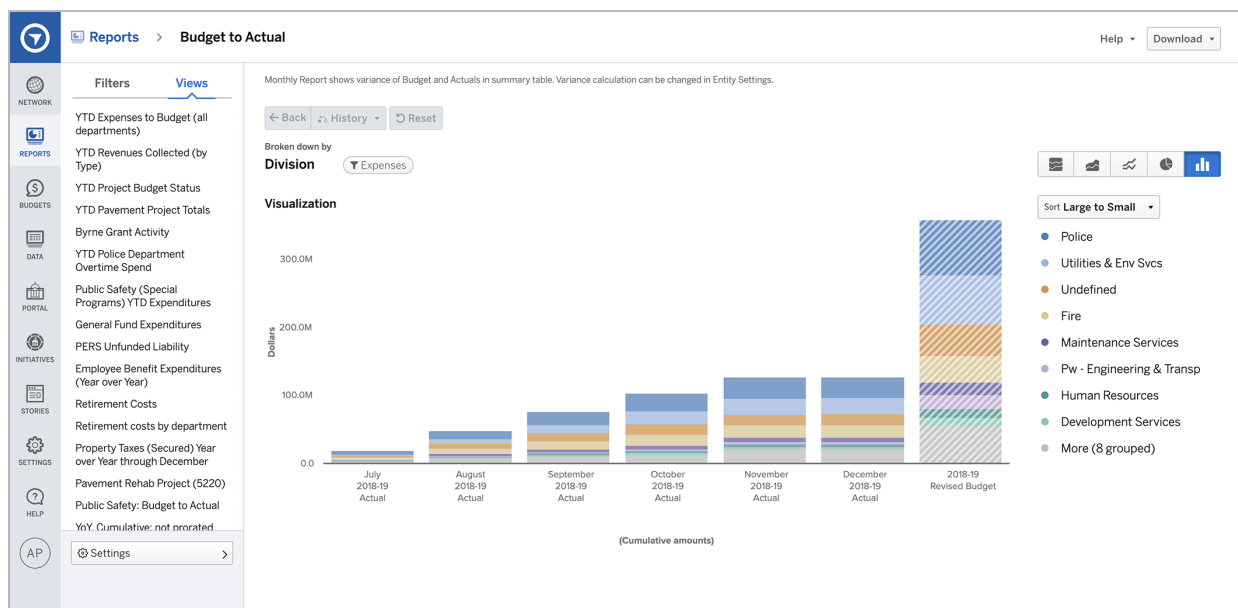


# Reporting & Transparency Platform

Centralize reporting and align data with context for internal and external stakeholders

Permitting & Licensing is powered by our robust **Reporting & Transparency Platform**.

Built with a data-first mindset, OpenGov's Reporting & Transparency Platform powers Permitting & Licensing with unparalleled reporting and transparency capabilities to drive faster, more effective decisions, and understand the public response. OpenGov was founded on the principle that better transparency and civic service are paramount to the future of state and local government. Trusted by hundreds of forward-thinking customers, the Reporting & Transparency Platform provides a seamless connection between back-office capabilities and industry-leading communication tools – transforming better civic engagement from aspiration to reality.



## Reporting & Transparency Use Cases

- Interactive budget summary
- Satisfactory survey
- Participants budgeting
- Performance reporting
- Stakeholder engagement
- Citizen ideas/feedback portal
- Internal project coordination
- Emergency communication
- Strategic planning

## Present complex information that all parties can understand.

Keep internal and external stakeholders updated on performance and aligned around high-level strategic goals. Gain at-a-glance insights with interactive dashboards, take action with customized alerts, or dive into the granular details for deeper analysis.



## Broaden citizen engagement.

Supplement public hearings with virtual town halls, budget simulations, and online surveys that are easy and convenient. You can gather broader feedback from residents by reducing the barriers of involvement.

## Reduce reporting bottlenecks across your organization.

Free up your IT and Business Intelligence professionals with centralized reporting and immediate access to necessary day-to-day data for every department.

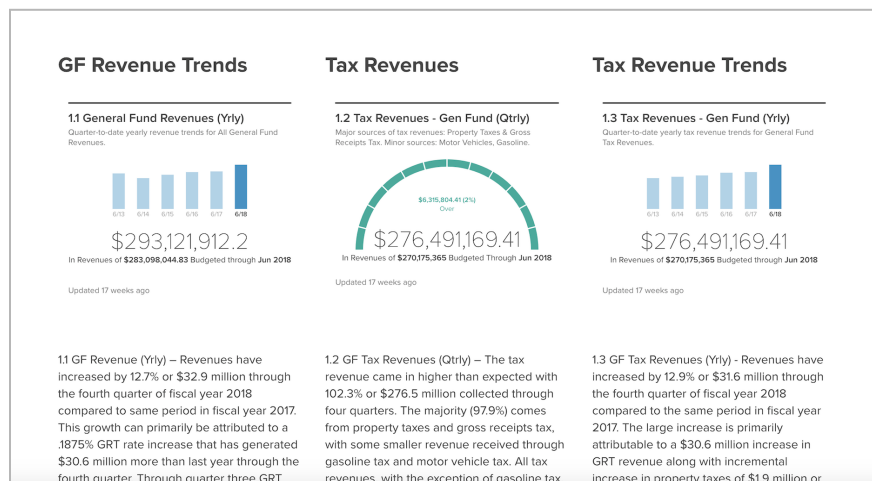


## Achieve your communications objectives.

Put your operating and strategic plans online in a way that your constituents can easily understand and even interact with. Tell the stories behind your data by quickly creating, editing, and publishing content in real-time, while easily incorporating feedback. Then, identify and analyze engagement by seeing the number of views, unique visitors, and social sharing metrics.

## Focus on outcomes with dynamic reporting functionality.

Establish goals for departments, programs, or initiatives, then track relevant KPIs to keep external stakeholders updated on spending, performance, and progress.

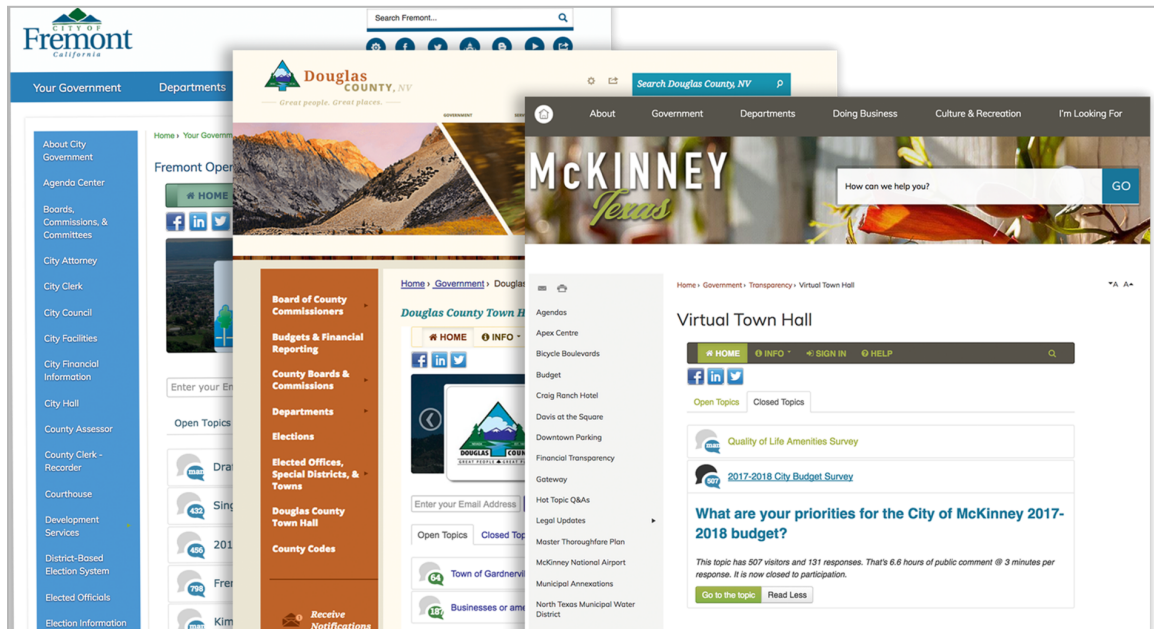


## Communicate clearly and increase transparency with stakeholders.

Create and share content easily and quickly. Use a simple, drag-and-drop page builder to combine your data with images, dashboards, maps, and narrative context. Present complex information in a way that's easy for anyone to understand. Share via email, social media, or through your agency's website.

## Capture feedback online, at meetings, or on the go.

Record feedback from residents, colleagues, and other stakeholders at any moment through online surveys, virtual town halls, mobile forms, or budget simulations.



## Additional Features

- **Share the data behind the news.** Visually dynamic tiles reveal the yearly, monthly or weekly breakdowns of your underlying report through pie charts, stacked bars, and summary tables.
- **Better project planning.** Fulfill public input requirements for grant applications and collect the public response you need to for planning large-scale projects.
- **Social media impact.** Share your published pages on Facebook, Twitter, Nextdoor, or LinkedIn and track your story's analytics in OpenGov.



"We've become the office that everyone wants to work for with OpenGov."

**Tristan Bourquin**

Assistant Planner | Bannock County, ID

"I knew people were hungry for information and needed a one-stop-shop for real-time disaster response and recovery details. I feel relieved that we were able to leverage OpenGov to communicate with our citizens so they were less scared in the midst of the emergency."



**Janelle Galbraith**

Economic Development, Innovation, and Equity Manager | City of Redding, CA

# Qualifications & Experience

[The OpenGov Team](#) has over 500 years of combined Government experience. Check out just a few of our star players, and their specific experience in the public sector below...



**ZAC BOOKMAN**  
CEO

Former Special Advisor for Rule of Law and Governance with the International Security Assistance Forces



**MONICA COOK**  
Senior Manager Solutions Engineering

Former HHS Researcher at the Public Policy Institute of California (PPIC)



**CHARITY HOLMAN**  
Application Support Lead

Former Deputy City Secretary at City of Westworth Village, Texas



**MIKE MCCANN**  
VP of Government Finance Solutions

Former Assistant Finance Director at City of Monterey, California



**ROBERTO RUIZ**  
Implementation Analyst

Former Senior Budget Analyst at Teacher Retirement System of Texas



**SCOTT COBLE**  
Director, Solutions Engineering - Budgeting

Former Technology and Process Manager, OMB, at Montgomery County, Maryland



**ARIANNA TUCKEY**  
Solutions Consultant

Former Supervisory Budget Analyst at the FBI



**MARK WELCH**  
Manager, Solutions Architecture

Former Administrative Services Director at City of Ashland, Oregon



**JAMIE CASTELLANOS**  
Integrations Engineer

Former Application Analyst at City of Berkeley, California



**MICAH INTERMILL**  
Solutions Engineer

Former Budget Director at Minneapolis, Minnesota



**ALMIS UDRIS**  
Director of Professional Services

Former Assistant Chief Operating Officer at San Diego, California



**JENNIFER NORDIN**  
Technical Account Manager

Former Budget and Performance Analyst at Montgomery County, Maryland

## Awards & Credentials

As mentioned above, OpenGov employees have over 500 years of collective government employment experience, and many of our key personnel are members of government-focused organizations like [GFOA](#) and [ICMA](#). OpenGov has consistently appeared on the [GovTech 100 list](#) for several years, was named to the [2022 Top Workplaces USA](#) and most recently was named to the [Forbes 2022 list of America's Best Startup Employers](#). We focus our hiring on top-tier talent pools for individuals with proven track records in government and/or the government technology SaaS industry.



## Company History

After witnessing the City of Palo Alto spend over \$10 million on an ERP system that was delivered on 20 discs and had green screens, OpenGov's founders learned that governments across the country were similarly hamstrung by outdated technology. The public sector has been underserved by its vendors for decades, while the digital era has transformed consumer experiences and private sector organizations.

State and local governments deserve access to modern cloud software suited for their increasingly complex needs. Citizens deserve to know that their tax dollars are being spent by effective and accountable organizations. Our public sector leaders deserve to be supported by companies who act as true partners. In order to address these needs, OpenGov was born in 2012.

Today we have over 1,600 government customers using our cloud-based suites. Below are the stories of just a few of our customers who have adopted OpenGov Permitting & Licensing to transform their communities...



# Customer Stories

## Taking it Online to Save Time: How Burnsville, MN, Rolled Out Permitting & Licensing in Just Six Months

The City of Burnsville, MN, is an evolving community and influencer of technological advancement in the Midwest region. Much of this is thanks to City staff which is collaborative, community-oriented, and dedicated to keeping up with the City's modernization initiatives.

Yet behind the scenes, outdated technology led to stalled processes and overworked staff members. To keep up without burning out, Kim decided to bring permitting leads together and make a change. The result was the quick (6-month) implementation of OpenGov Permitting & Licensing to simplify and automate the permitting process and the rollout of an easy-to-use [public portal for applications](#).

With OpenGov's public portal, Burnsville community members now have more visibility into the permitting process and can track their permits in real-time, saving them the hassle of calling or stopping into City Hall. Staff can now quickly build reports for every aspect of permitting and licensing, from reviews to payments and inspections. This makes it easy to share results with both internal stakeholders and the community.

### Key Results for the City of Burnsville, MN

- **6 month implementation timeline**
- **100% paperless permitting available**
- **All permit types available online**
- **5 departments using Permitting & Licensing**

For the full story, [click here](#) to read about how the City of Burnsville modernized permitting with OpenGov Permitting & Licensing.



"Switching to Open Gov's online permitting has really improved the permitting experience for our customers as well as our staff. Our customers now have real-time information on where their submitted permit application is in our system and allows them to receive nearly instant notifications if more information is needed or when their permit has been issued."

**Doug Nelson**

Assistant Fire Chief | City of Burnsville, MN

## Pioneering Modern ePermitting in Lakeville, MA

With the Town's goal of becoming the most business-friendly city in Massachusetts in mind, Building Commissioner Nathan Darling led an initiative to modernize Lakeville's building permit approval process. After 25 years using paper-based processes, Darling found OpenGov Permitting & Licensing to be intuitive, simple, and user-friendly: a refreshing contrast to other solutions on the market. "When you look at the [OpenGov] applications, you think, 'wow this is easy,' especially when everything else out there is linear and looks like accounting software," said Darling.

After implementing OpenGov Permitting & Licensing for the town of Lakeville, Darling soon realized the merits of getting neighboring communities involved with OpenGov too, in order to create cohesive processes for contractors and developers in the surrounding areas, Darling is now working to get the neighboring communities of Fairhaven, Raynham, Freetown, Carver, and Acushnet on board because he believes so strongly in the benefits he's seen within his own Building Department.

### Key Results for the Town of Lakeville, MA

- **Paper → Paperless Permitting in just 9 Months**
- **Enforced a 48- hr Inspection Response to Residents**
- **Faster Application Processing Times**
- **Discovered 4 new uses for OpenGov Permitting & Licensing outside of Building Permits**

For the full story, [click here](#) to read about how Lakeville, MA Pioneered Modern ePermitting with OpenGov.



"When you have a platform this easy, everyone is treated the same way. There are no favorites, no bending the rules for anybody. If you are late to an inspection, it's time-stamped. Everybody follows the same review process because it's step-by-step in the platform. You can see exactly who is doing what, and how long it is taking."

**Nathan Darling**

Building Commissioner | Town of Lakeville, MA

For more customer stories on how OpenGov's solutions are driving success in communities around the country, please visit: <https://opengov.com/customers/>

# Professional Services Overview

## We Are Here to Support You

Your success as a customer is OpenGov's top priority. We recognize the challenge of adding a new software implementation project to your already full-to-the-brim schedule. We've invested heavily in the key drivers of your agency's success so you can maximize the impact of your OpenGov software and arm you with insight, expertise, and industry-leading best practices.



### Experience

Our team of over 150 Professional Services experts have delivered over 1,600 successful projects - we have the experience to make your implementation a success.



### Expertise

OpenGov shares your mission of effective government - and deploys over 500+ years of previous public sector experience for your success.

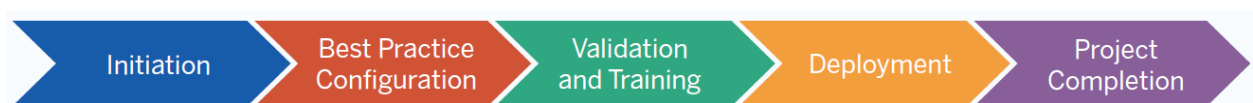


### Fully-Supported

No matter the expertise your project needs, our team of professionals are here to partner with you on even the most complex projects.

## OpenGov Deployment Methodology

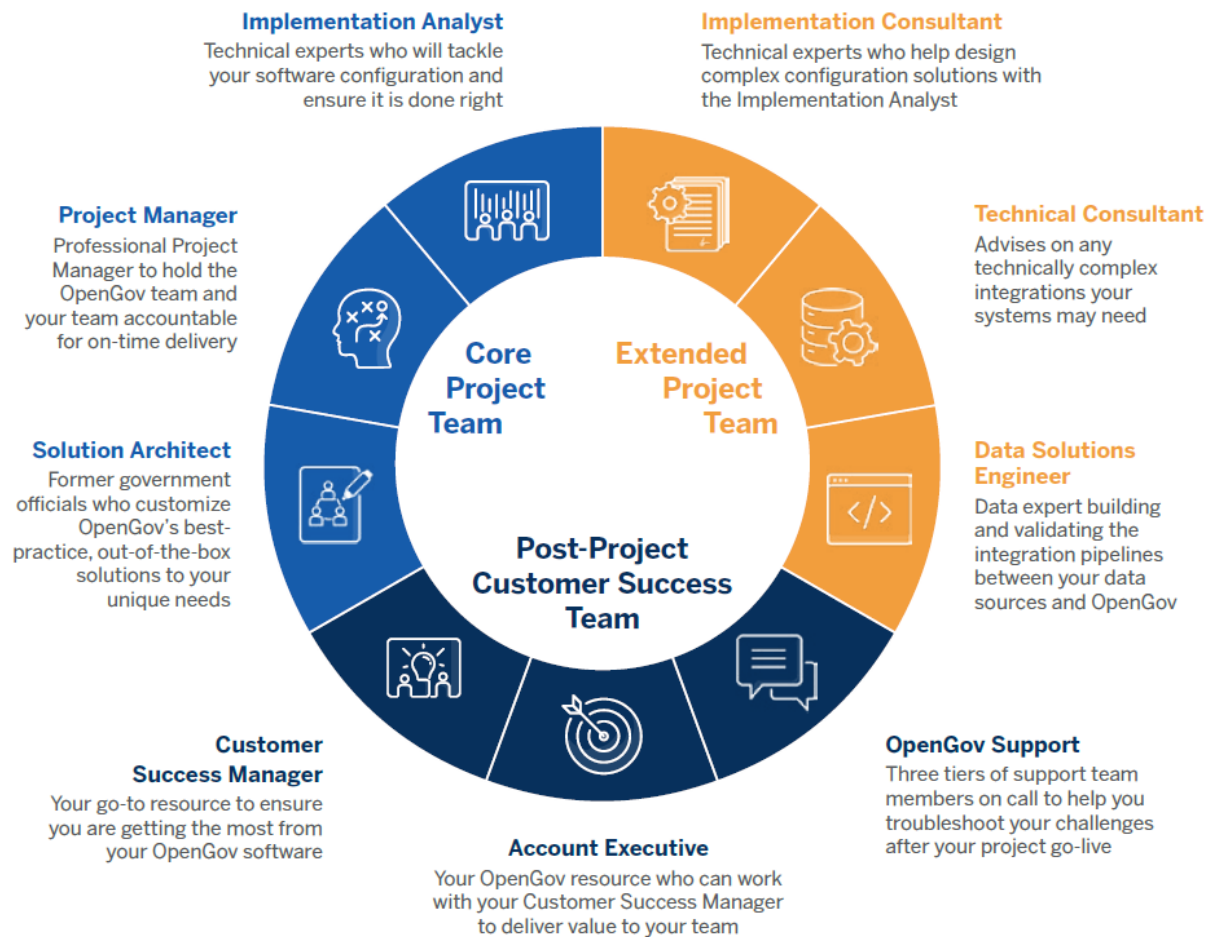
Our data-first deployment methodology is based on strategies that reduce your time to value, keep the project in motion and promote the leadership of you and your teams. To effectively deploy these strategies and keep the focus on outcomes, project progression, and your enablement, our methodology follows five key focus areas.



When you get OpenGov Professional Services, you get confidence in every step of your project. Our team's best practices ensure alignment, support, and documentation to build the foundation of a successful implementation and a software used in years to come. The OpenGov Deployment methodology prepares and enables your team for continued ownership of your OpenGov solution, made possible without dependency on IT or coding knowledge and with continued award-winning OpenGov Support.

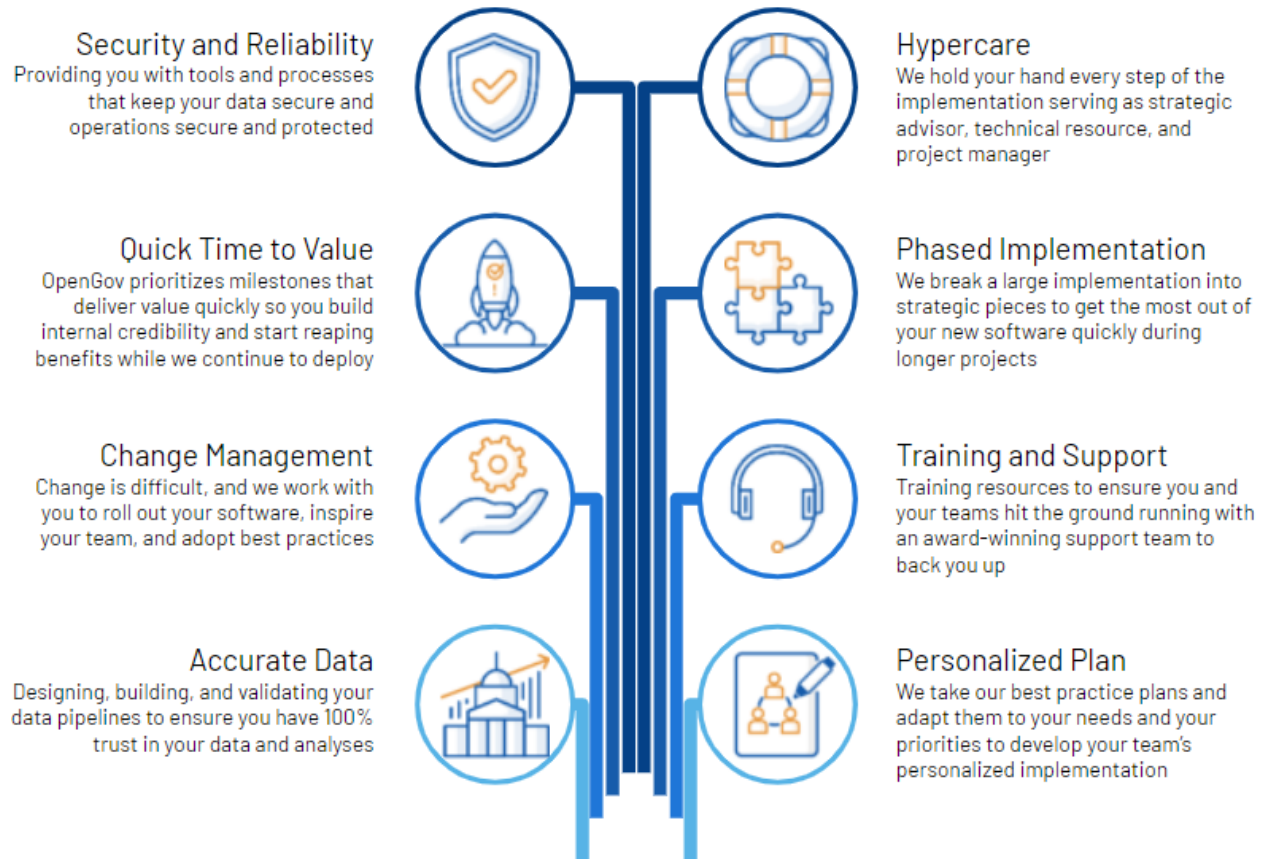
## Delivering Success During and After the Project

We recognize the challenge of adding a new software implementation project to your already full schedule. To ensure you derive the full value from OpenGov, we've researched and invested heavily in the key drivers of our projects' success. For each of those key drivers, from project management to technical problem solving to change management, we have team members with the corresponding expertise at the ready to support. Depending on your project's needs, you will have complete coverage and support to make the most from your OpenGov software during your implementation and beyond.



## OpenGov Deployment Principles

Every implementation is based on our core principles and philosophy. OpenGov deploys all suites and solutions in alignment with these principles.



## Implementing Modern Permitting and Licensing Processes

OpenGov enables your team to use modern, collaborative software to power every permit, license, and inspection with user-friendly digital workflows. From building permits and zoning approvals to business and pet licenses, our implementation team focuses on problem-solving and ongoing partnerships. On the following page we have provided a visual representation of the key components of a Permitting & Licensing implementation project.

## 2. Align on the Project Plan

We then work on knowledge transfer and setting expectations with all involved. Together, we identify risks and create a mutually agreed upon project plan, which helps to assign responsibilities and identify risks early on. We also prep for integrations by gathering data and items needed to set up online payments and your Master Address Table (MAT).

## 4. Configure Record Types

While working on data integrations, we also build your “record types” in the system and iterate on them with you in working sessions. During this phase, we work with you to show best practices gathered from around the country. We also highlight features to optimize your operations including conditional workflows, auto-assigned approval steps, and inspection management in the mobile app.

## 6. Complete Project & Go-Live!

After your team is sufficiently trained on OpenGov, launch the new online portal to the public! Some ways include sharing the new public portal on social media, announcing it at a community meeting, or even hosting a training for potential power users such as contractors or business owners to learn system navigation.



## 1. Reaffirm Goals & Vision

During project kickoff, we reaffirm your community’s goals for improving customer service and creating operational efficiencies. We work with your subject matter experts to understand your current and future vision for permitting & licensing processes as well as ordinances, reporting requirements, issued documents, and data.

## 3. Build a Data-First Foundation

Next, we hone in on the data you need to provide us to power your new system and prep for configuration. We work with you to collect GIS information and the MAT, data to autofill form fields, Bluebeam setup, checklists for inspections, and contractor databases. If your community has chosen to load historical data, we’ll talk you through the process with our experienced team of integration engineers to answer questions and offer guidance.

## 5. Validate and Train

After the record types have been configured, we work with you to validate the drafts of applications and workflows and make final tweaks. Your team can always revise further after publication, but we’ll work with you to get everything in order. Before launch, we’ll also train your staff members with OpenGov University as administrators so that they are able to make edits in the future as needed.



# OpenGov Premium Support Overview

Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support. Our processes are designed to support you at every step of your journey toward a more effective and accountable government.

OpenGov Premium Support provides customers a level of support above and beyond our Standard Support. Premium Support is intended for customers who view their OpenGov solution as mission-critical and therefore require expedited response times and a designated OpenGov contact. With Premium Support, increased Service Level Agreement (SLAs) mean that we start working on urgent requests even on weekends. In the spirit of addressing problems quickly, Premium Support's designated OpenGov contact builds a relationship with you and understands your organization and the nuances of your OpenGov application setup.

Offering	Standard	Premium
Unlimited Number of Support Cases per Year*	✓	✓
Unlimited Access to OpenGov Resource Center	✓	✓
Unlimited Online access to the Support Request Portal	✓	✓
Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓	✓
Designated OpenGov Contact	-	✓
Increased Response Times	-	✓

\* Support Cases are defined as issues related to the OpenGov Software Services.

We have three main components to our philosophy for ensuring every customer is successful and happy:



**Access to our team of Government Solution Experts:** This team, comprised of former government finance directors, chief information officers, procurement directors, budget and performance analysts, and others, provides insight and expertise, best practices, and context to the people that use OpenGov's suites driving efficiency and outcomes for your agency.



**Customer Success:** Our Customer Success team supports you from deployment through adoption and beyond. You will get up and running quickly and receive the training and support that you need to maximize the value of your investment in OpenGov.

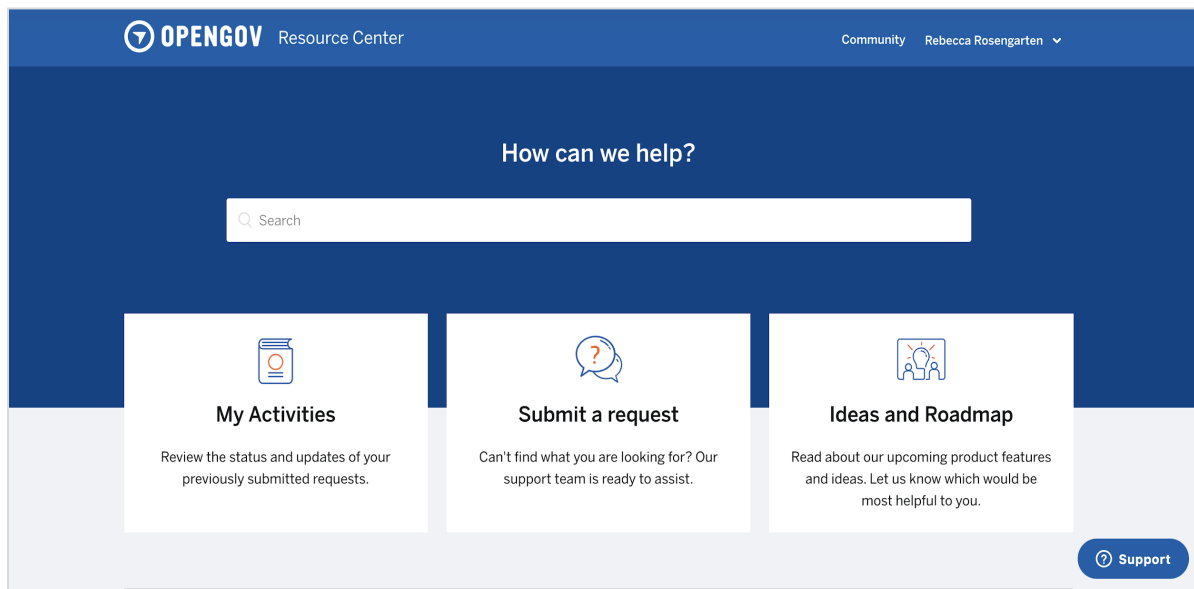


**Customer Support:** OpenGov Support is staffed by a veteran team with over 95 years of combined government experience. Our highly trained support analysts are available to solve any issues that you encounter within OpenGov's suites. We are committed to resolving your issues in a timely fashion and to your satisfaction.

## Resources and Support

As an OpenGov customer, you are supported by our Customer Success team from deployment through adoption and beyond. When you contact OpenGov, your first point of contact will be a real, live person. OpenGov provides best-in-class standard support resources such as telephone, email, chat, and an online portal as well as additional engagement channels like webinars, user groups, and a resource center.

- **User Groups:** Our subject matter experts host regular user groups online and in person. Learn from the pros and your peers!
- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.
- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.



OpenGov's Support Philosophy is simple: You invest in us. We invest in you. We are driven by customer success. If you ever need help or have questions about your system, we want to make sure you get well-informed, proactive support from the OpenGov team. Our goal is 100% satisfaction.



"People today have a higher expectation of customer service. They want good communication, they want a quick response, they want a permit, and they want to get it quickly...that led us to OpenGov."

**Kalaimani Anbuchozhan**

Information Technology Specialist  
City of Detroit, MI

# OpenGov University & Training

OpenGov is the leader in modern cloud software for our nation's cities, counties, and state agencies. On a mission to power more effective and accountable government, OpenGov serves more than 1,600 agencies across the U.S.

**OpenGov University** helps your government staff become power-users of our software. With unlimited access to the tools below, your staff can easily adopt new features and ensure that best practices are followed when business processes are enhanced with our technology solutions. Access to OpenGov University includes:



## Training from OpenGov Experts

Walk through core functionality with your OpenGov deployment team as defined in the Statement of Work.



## OpenGov Resource Center

Read help articles, review company announcements, or chat with Support.



## Self-paced learning modules

Learn OpenGov product suites with on demand training in our learning management system.



## In-app guidance

Master your software with instructions and helpful hints offered while using the software.



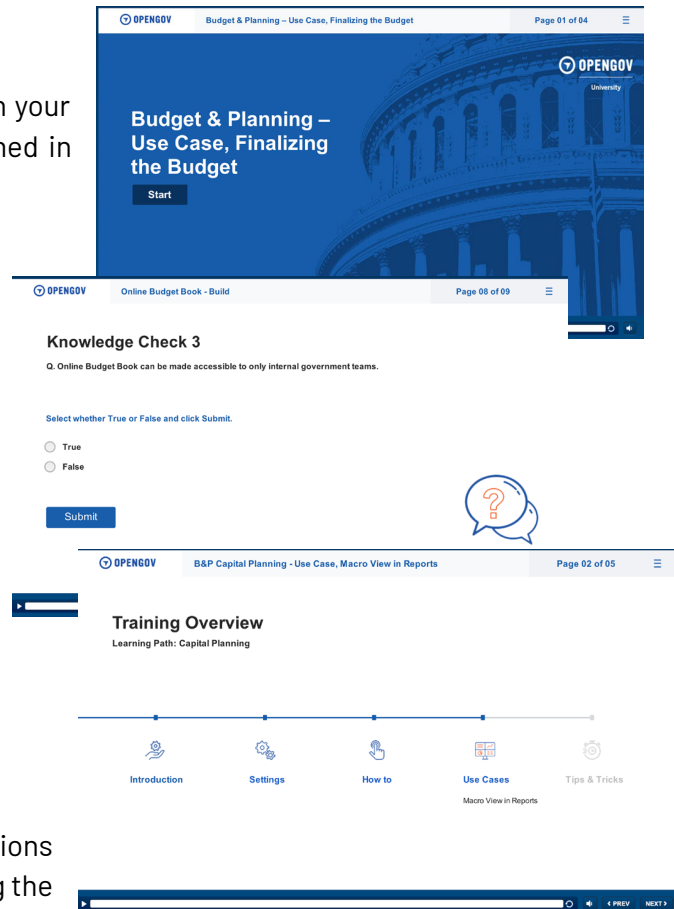
## Training Workshops

Access our recurring, virtual training series on product best practices.



## Live Training Events

Join OpenGov's hybrid or live trainings around the country.



## Benefits of OpenGov University

### Maximize your investment

Save time by accelerating your team's knowledge and confidence to apply the software and best practices to your government.

### Successful Change Management

Shorten the time for a new team member to provide value to your department.

### Empower your teams

Develop confidence in working with OpenGov by understanding how to use our tools to best improve your team's effectiveness.

### Training that grows with you

Ensure that new employees have easily accessible training as both your team grows and as your future-proof technology investment evolves.

### Available on your schedule

On-demand training when you need it, to help get the entire team on the same page.

### Deliver modern software to your government

Leading governments are deploying modern software to improve their process, reduce their costs and deliver more to their communities.



"I understand so much more about what we can do with the system after completing the OpenGov University classes, I am just so excited about the ways we are using all the features this year."

**Amelia Cruver**

Budget Director | City of Minneapolis, MN

## OpenGov Terms and Conditions – Software Services Agreement (Purchase through an OpenGov Authorized Reseller)

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

### 1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means the Reseller Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

“Reseller” means the channel partner authorized to resell the Software Services.

### 2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support & Service Levels. Customer support is available by email to [support@opengov.com](mailto:support@opengov.com) or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla>, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.

#### 2.3 Professional Services.

(a) If Reseller or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). Unless otherwise specified in the SOW, any pre-paid



Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by Reseller in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual's location to Customer's location, reasonable hotel accommodations, ground transportation and meals.

### 3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Restrictions.** Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 **Responsibilities.** Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

### 4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 **Software Services.** OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 **Customer Data.** Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 **Access to Customer Data.** Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 **Feedback.** Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

### 5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care.

Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 “**Confidential Information**” means all confidential business, technical, and financial information of the disclosing party that is marked as “Confidential” or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov’s Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, “Confidential Information” does not include: (a) “**Public Data**,” which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.

## 6. PAYMENT OF FEES

### 6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term (“**Software Services Fees**”) and the fees for Professional Services (“**Professional Services Fees**”) are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as “**Fees**”. Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (i) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (ii) Customer must pay all Fees due under all Order Forms and SOW within thirty (30) days after Customer receives each invoice (invoices are deemed received when OpenGov emails them to Customer’s designated billing contact); (iii) the Software Service Fee shall be due annually in advance, and (iv) Customer must make all payments without setoffs, withholdings or deductions of any kind.

(b) Annual Software Maintenance Price Adjustment. the Fees payable for the Software Services during any Renewal Term shall increase by 5% each year of the Renewal Term.

(c) Invoicing and Payment. Reseller will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, Reseller will invoice Customer for travel expenses, pre-approved by the Customer, incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

#### (e) Customer Delays; On Hold Fee.

I. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that Customer’s personnel or contractors are not completing Customer’s responsibilities described in the applicable SOW timely or accurately, OpenGov shall promptly, but in no event more than thirty (30) days from the date of such determination deliver to Customer a notice (an “**On Hold Notice**”) that (A) designates the Professional Services to be provided to the Customer as “**On Hold**”, (B) detail Customer’s obligations and responsibilities necessary for OpenGov to continue performing the Professional Services, and (C) specify the Customer shall be invoiced for lost time in production (e.g. delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year Software Service Fee (the “**On Hold Fee**”).

II. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (A) reallocate resources otherwise reserved for the performance of the Professional Services, and (B) stop or caused to be stopped the Professional Services to be provided to the Customer until the Customer has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon Customer's fulfillment of its obligations set out in the On Hold Notice, including payment of the On Hold Fee. Upon Customer's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to six (6) weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities or adhere to a Customer schedule which were brought to the attention of the Customer on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable SOW.

6.2 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by Reseller to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide Reseller, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

## 7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**").

7.2 Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless either party notifies the other party of its intent not to renew this Agreement in writing no less than thirty (30) days before the end of the Initial Term.

7.3 Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement.

### 7.4 Effect of Termination.

(a) In General. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination or expiration, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. Unless otherwise requested pursuant to this Section 7.4(b), upon the expiration or termination of this Agreement the Customer Data, excluding any Insights, shall be deleted pursuant to OpenGov's standard data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data, excluding any Insights, prior to the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

## 8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

### 8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## 9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AND RESELLER'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO RESELLER (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

## 10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov and Reseller has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

[SIGNATURE PAGE TO FOLLOW]

## Signatures

**Customer:** \_\_\_\_\_

**OPENGOV, INC.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

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

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]



## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

### 1. SCOPE

The State of Utah, acting by and through the National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured and awarded a Request for Proposal resulting in Master Agreement number AR2472. The Master Agreement was created as a cooperative purchasing agreement for Cloud Solutions.

This addendum establishes Contractor as a non-exclusive, non-mandatory source of supply for (1) all State of Georgia governmental entities subject to the State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissions, institutions and colleges and universities and (2) all other State of Georgia governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to make purchases pursuant to this Addendum shall be referred to collectively as "Purchasing Entities".

This addendum allows for purchase of the following Cloud Solutions:

Software as a Service (SaaS)

Infrastructure as a Service (IaaS)

Platform as a Service (PaaS)

Value Added Services

Additional Value Added Services

Maintenance Services

Professional Services

- Deployment Services
- Consulting/Advisory Services
- Architectural Design Services
- Statement of Work Services

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

Partner Services

Training Deployment Services

The above-listed Cloud Services may be obtained from the Service Providers specifically provided for in Appendix A to this Participating Addendum. No Purchasing Entity may purchase Cloud Solutions from a Service Provider who is not listed in Appendix A. No terms and conditions of Service Providers (including but not limited to sub-contractors, resellers, and partners) will be considered binding on the Participating State, a Participating Entity, a Purchasing Entity, or the Contractor other than the terms and conditions attached as an Exhibit to Appendix A. The Contractor may include transactional terms and conditions of Service Providers on service level agreements, statements of work, and purchase orders, but they will be considered last in the order of precedence. If one Purchasing Entity accepts these transactional terms on service level agreements, statements of work, and purchase orders, they will in no way be binding on other Purchasing Entities. Any documents containing terms and conditions that are in conflict with the terms and conditions or that contain terms and conditions beyond the scope of this Participating Addendum and the documents attached to Appendix A are not binding on the parties. The Participating State may amend Appendix A to add or remove Service Providers as necessary. Amendment of Appendix A must be made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia.

Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if the work is performed by a subcontractor.

The Contractor's Master Agreement products or services listed on the Contractor's page of the NASPO ValuePoint website are included in this Addendum only if they are listed in Appendix A and they are not offered on a Mandatory Statewide Contract. In the event they are offered on a Mandatory Statewide Contract, products or services may be procured under this Addendum if a waiver is granted by the Participating State/Entity.

Any obligations placed upon Contractor under the Master Agreement and this Participating Addendum shall also apply to any service provider (including but not limited to resellers, subcontractors, partners, or agents) that provides any product or service under the Master Agreement and this Participating Addendum. Contractor shall also ensure compliance by all service providers (including but not limited to resellers,

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation  
(hereinafter "Contractor")

And

Georgia Department of Administrative Services  
(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

subcontractors, partners, or agents) of all obligations and requirements set forth under the Master Agreement and this Participating Addendum.

### 2. TERM

The term of this Participating Addendum and State Contract Number: 99999-SPD-T20190814-0001 shall be effective upon the date of final execution below (the "Effective Date") by the State of Georgia through September 15, 2026, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement.

### 3. NON-EXCLUSIVE CONTRACT

The contract shall be non-exclusive and shall not in any way preclude the State of Georgia from entering into similar contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

### 4. PRIMARY CONTACTS

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

#### Contractor

Name:	Bethany Blackwell
Address:	11493 Sunset Hills Rd., Suite 100, Reston, VA 20190
Telephone:	703-230-7435
Fax:	703-871-8505
Email:	<a href="mailto:NASPO@Carahsoft.com">NASPO@Carahsoft.com</a>

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

<u>Participating State:</u>	
Name:	Beverly Alexander
Address:	200 Piedmont Avenue, SE Suite 1308, West Tower Atlanta, GA 30334
Telephone:	404-656-5345
Email:	<a href="mailto:Beverly.alexander@doas.ga.gov">Beverly.alexander@doas.ga.gov</a>

### 5. PARTICIPATION

This Participating Addendum (and the corresponding NASPO ValuePoint Master Agreement) may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Georgia. Pursuant to O.C.G.A. § 50-5-57, DOAS hereby certifies the Contractor as a source of supply to Purchasing Entities for the goods and services available to Purchasing Entities pursuant to this Addendum. Orders shall be placed individually and from time to time by Purchasing Entities. The execution of this Addendum only establishes the Contractor as an authorized source of supply by DOAS and creates no financial obligation on the part of DOAS. Purchasing Entities are solely and individually financially responsible for their respective purchases. The Addendum does not guarantee any minimum level of purchases. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Executive branch state agencies that are required to use the Georgia Enterprise Technology Services (GETS) for their IT infrastructure must receive prior approval from the Georgia Technology Authority (GTA) before making purchases under this contract. Instructions for the agencies to obtain approval and a list of the relevant agencies are provided in the User Guide for this contract.

With respect to any "Educational Discount Price", offered by Contractor pursuant to this Addendum, the parties agree that the following Purchasing Entities shall be eligible to receive any Educational Discount Price: Board of Regents of the University System of Georgia and all of its colleges and universities, the

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

Technical College System of Georgia and all of its technical schools, the State Board of Education, the Georgia Department of Education, the Georgia Academy for the Blind, the Georgia School for the Deaf, the Atlanta Area School for the Deaf, public K-12 schools, public boards of education, "local school systems" and "local units of administration as those terms are defined by O.C.G.A § 20-2-242, and any other Purchasing Entity identified by the parties as an educational entity.

Contractor acknowledges that Purchasing Entities are a political subdivision of the State of Georgia. The laws of the State of Georgia shall govern this Participating Addendum. Nothing under this Participating Addendum or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity. The Participating State/Entity and Purchasing Entities are agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with Georgia law.

Purchasing Entities, as a political subdivision of the State of Georgia, may not sign their own Participating Addendum, unless approved by the Chief Procurement Officer of the state where the Purchasing Entities is located.

### 6. NO THIRD-PARTY BENEFICIARIES

Nothing in this Participating Addendum or any purchase orders issued pursuant to this Addendum shall be construed to create a third-party beneficiary to this Addendum.

### 7. ORDER OF PRECEDENCE

- (i) The Participating Addendum ("PA"), including any Amendments and Exhibits attached, A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement;
- (ii) NASPO ValuePoint Master Agreement Terms & Conditions, with the exception of Attachment E, which is hereby deleted;
- (iii) The Solicitation;
- (iv) Contractor's response to the Solicitation, as revised and accepted by the Lead State; and
- (v) A Service Level Agreement or Purchasing Order issued against the Participating Addendum or Contractor Product Terms and Conditions attached as an Exhibit to the Service Level Agreement, Statement of Work, or Purchasing Order.

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Participating Addendum are only those that are expressly accepted by the Participating State and must be in writing and attached to the Participating Addendum as an Exhibit or Attachment. The Participating Addendum language prevails unless a mutually agreed exception has been negotiated. Such exception must be made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Georgia.

No other terms and conditions, that are not consistent with this Participating Addendum, shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor to a Purchasing Entity. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Participating Addendum shall contain any terms or conditions other than as set forth in the Participating Addendum. Any such extraneous terms and conditions shall be void, invalid, and unenforceable against the State of Georgia or the Participating Entity. Any refusal by Contractor/Subcontractor to supply any goods or services under this Participating Addendum conditioned upon the State of Georgia or the Participating Entity submitting to any extraneous terms and conditions shall be a material breach of the Participating Addendum and constitute an act of bad faith by the Contractor/Subcontractor.

### 8. CHANGES IN CONTRACTOR REPRESENTATION

DOAS requires the assignment of a primary account representative (for each category). The Contractor shall identify by name and location the primary account representative for each awarded category who will be responsible for the performance of the contract. The Contractor must also provide a next in line account representative, that will serve as a back-up for the State. The State requires the Contractor to notify DOAS of any changes in key account representatives, in writing within 10 calendar days of the change.

### 9. AMENDMENTS

Any further Amendments to the Master Agreement after the Effective Date of this Participating Addendum, that have been approved by the Lead State, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties



## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

and approved as required by the laws of the State of Georgia. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

### 10. SUB-CONTRACTORS, PARTNERS, RESELLERS

The Contractor and Service Provider shall identify its strategic business partners related to services provided under this contract, including but not limited to, all sub-Contractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, who will be involved in any Cloud solution and/or operations.

Contractor must ensure that any sub-Contractor (including service providers) fulfillment partner, dealer, or reseller who makes sales under this Participating Addendum complies with the terms of the Master Agreement and this Participating Addendum. No terms or conditions of the Service Provider (including but not limited to sub-contractors, resellers, and partners), not included in this Participating Addendum, shall be considered binding on the Participating State unless specifically agreed to in writing and reflected in Appendix A.

### 11. RESELLER APPROVAL

Contractors wishing to add a Reseller to the Statewide contract must follow the State approval process. Reseller Partners must be approved in advance by the State as a condition of eligibility under this Contract. The State reserves the right to rescind any such participation. The State also reserves the right to request the Contractor to name additional Resellers, in the best interest of the State, at the State's sole discretion. The Contractor must complete and submit the following forms as part of the State Reseller approval process:

- (i) Sales and Use Tax Form – Populated with Reseller information
- (ii) Debarment Letter – Contractor statement indicating Reseller is not debarred (Federal or State level)
- (iii) E-Verify Form
- (iv) DOAS Reseller Request/Approval Spreadsheet – Contractor to complete DOAS approval spreadsheet with Reseller contact information and PO instructions. Contractor shall specify whether orders must be placed directly with Contractor or may be placed directly with the

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

designated Reseller. Contractor must provide the State, in advance, all necessary ordering information, billing address and Federal Identification number.

Approved Resellers must be eligible to quote lower than or equal Contract pricing under this Contract. Contractors are encouraged to identify multiple approved Resellers to participate in competitive transactions.

Contractor shall be responsible for Reseller performance and compliance with all Contract terms and conditions. Products purchased through Reseller must be reported by the Contractor in the required Quarterly Sales Reports to the State.

Immediate notice to DOAS is required by the Contractor, in the event, a change in Reseller's status occurs during the Contract term.

## 12. PURCHASING PROCESS

### (i) Statement of Need

A Purchasing Entity or Participating Entity purchasing Cloud Solutions from this Participating Addendum shall create a Statement of Need, each time they desire to purchase Cloud Solutions. The Entity shall issue a detailed Statement of Need to the Contractor(s) who offers the applicable Cloud Solution(s). The State Entity reserves the right to require a specific format, information, and pre-approvals on the Statement of Need Form. At a minimum, the format of the Statement of Need is left to the discretion of the Purchasing Entity or Participating Entity, but forms submitted by entities of the State of Georgia must contain the following:

- a. Current State
- b. Desired Scope
- c. Business Requirements

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

- 
- d. Technical Requirements
  - e. Functional Requirements

Upon request, Contractor will assist Purchasing Entities in obtaining cloud service provider contact information and any applicable license agreements, maintenance agreement, or any other documents pertinent to the products and/or services in this Participating Addendum wherever such information and documents have not been made available within the Master Contract. Contractor shall ensure that such agreements and documents contain static terms and that weblinks are not included in the terms of such agreements and documents.

Although certain cloud service provider license agreements, maintenance agreements, and other documents have been included in the Master Agreement, DOAS intends to further negotiate those agreements. Accordingly, DOAS must approve any applicable license agreements, maintenance agreement, or any other documents pertinent to the products and/or services in this Participating Addendum prior to order by a Purchasing Entity that is an entity of the State of Georgia. Contractor is responsible for ensuring that this step takes place and that only agreements approved by DOAS are utilized in conjunction with sales to such Purchasing Entities.

### (ii) Proposal

Contractor shall provide the Purchasing Entity with a Proposal addressing the requested Cloud Services. The Proposal may include the following:

- a. Price
- b. Scope – Statement of Work
- c. Conditions, SLAs, Obligations
- d. Additional Terms and Conditions
- e. Timeframe
- f. Exit Process and Cost

### (iii) Orders

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation  
(hereinafter "Contractor")

And

Georgia Department of Administrative Services  
(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

Any order placed by an Purchasing Entity Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

The State instructs Purchasing Entities within the jurisdiction of this Addendum to include the Participating State Contract Number: 99999-SPD-T20190814-0001 and the Master Agreement Number: AR2472 on all purchase orders issued to Contractor.

Orders will be placed by a Purchasing Entity Purchasing Entity directly with Contractor or approved sub-Contractor, fulfillment partner, dealer or reseller. The Purchasing Entity may modify Master Agreement or Participating Addendum terms and conditions relating to Purchasing Entity's specific order through an Order Agreement, which must be signed by both the Purchasing Entity and Contractor. An Order Agreement shall be between the signing Purchasing Entity and the Contractor, and shall not be interpreted to diminish, change, or impact any other Order Agreement entered with a separate Purchasing Entity. An Order Agreement shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement and shall not diminish, change, or impact the rights of DOAS with regard to DOAS's contractual relationship with the Contractor under the Terms of Utah NASPO ValuePoint Master Agreement and Participating Addendum.

The State of Georgia constitution prohibits State entities from pledging the State's credit. Accordingly, entities of the State of Georgia may only be obligated for the amount indicated in a purchase order executed by the state entity. Contractor shall ensure that all sales to entities of the State of Georgia and any supplemental agreements comply with the provisions of the January 6, 2017 memo "Contracting with the Georgia Department of Administrative Services located at

[http://doas.ga.gov/assets/State%20Purchasing/Stage%203%20Documents/Contracting\\_With\\_DOAS.pdf](http://doas.ga.gov/assets/State%20Purchasing/Stage%203%20Documents/Contracting_With_DOAS.pdf) as well as any subsequent revisions to such memo.



## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

Contractor shall ensure that all sub-Contractors providing services under this agreement executes the appropriate e-verify affidavit located at [http://www.audits.ga.gov/NALGAD/section\\_3\\_affidavits.html](http://www.audits.ga.gov/NALGAD/section_3_affidavits.html)

Orders for State Agencies, Departments, Boards, Bureaus, Commissions, Universities, and Schools (collectively "State Entities") shall include the Statement of Need and Statement of Work (accepted Contractor Proposal). It is the responsibility of the Contractor to ensure orders from State Entities include required documents.

For orders greater than \$100,000 in the first year or orders involving FISMA (Federal Information Security Management Act) Moderate or High data, Supplier will provide, for informational purposes only, a copy of the order to a designated DOAS/GTA contact person. The purpose is to assure that organizations are complying with applicable policies, statutes, and guidelines.

The State is not liable for any costs incurred by Contractors prior to entering into a formal contract or any order that does not meet the minimum requirements.

(iv) Payment: Payment terms shall be as specified in the Proposal and Invoice.

- a. Invoices. Invoices for payments must be submitted by the Contractor to the Purchasing Entity requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the Purchasing Entity, and no action by the Purchasing Entity, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.
- b. Inspection and Approval. Final inspection and approval of all work required under the contract shall be performed by the designated Purchasing Entity officials. Payments

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

shall not be made until contractual deliverable(s) are received and accepted by the Purchasing Entity.

- c. **Payment.** Purchasing Entity will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the Participating Entity. Payment will be made by the responsible Purchasing Entity. In no event, shall the Purchasing Entity be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.
  
- d. **Travel Expenses.** Expenses for travel shall not be reimbursed unless specifically permitted under the duties of the Contractor. All travel must be approved in advance by the Purchasing Entity. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State, available here: <https://sao.georgia.gov/state-travel-policy>.
  
- e. **Responsibility for Taxes:** The State of Georgia and its agencies shall not be responsible for, or indemnify a Contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Participating Addendum.
  
- f. **Federal Funds.** Payments under this Contract may be made from federal funds obtained by the State. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements. Participating entities may include additional contract terms and conditions with their PO's that incorporate language required by federal grant conditions.



## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

### 13. PROFESSIONAL/TECHNICAL (P/T) SERVICES

Professional/Technical Services **must** be within the scope of services available through the Master Contract. Purchasing Entities may require retainage as specified in their individual Order Agreements or Purchase Orders.

### 14. OWNERSHIP IN INTELLECTUAL PROPERTY

The parties each recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, or intellectual property owned or licensed by the other. Each agree that, without prior written consent of the other or as described in this Contract, it shall not use the name, any logo, or intellectual property owned or licensed by the other.

### 15. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders, Order Agreements, or purchase orders may be terminated as follows:

(i) Termination for Cause

- a. If, for any reasons, or through any cause, the Contractor or Subcontractor fails to fulfill in timely and proper manner his obligations, or if the Contractor or Subcontractor violates any of the covenants, agreements, or stipulations of this Participating Addendum, the Purchasing Entity shall have the right to terminate any outstanding order by giving written notice to the Contractor and Subcontractor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, supplies and other materials shall, at the option of the Participating Entity, become property of the Purchasing Entity and the Contractor/Subcontractor shall be entitled to receive compensation for any satisfactory

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

work completed on such documents and other materials that are usable to the Purchasing Entity.

(ii) Termination for Convenience

- a. A Purchasing Entity may terminate an order at any time by giving written notice of such termination to the Contractor and the Subcontractor and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, supplies and other materials shall, at the option of the Purchasing Entity, become property of the Purchasing Entity and the Contractor/Subcontractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials that are usable to the Purchasing Entity.

(iii) Immediate Termination

- a. A Purchasing Entity may immediately terminate an order pursuant to the terms of Paragraph 17 of this Participating Addendum.

### 16. TERMINATION OF PARTICIPATING ADDENDUM

The following provisions relating to termination shall be added to Paragraph 7 of the Master Agreement entitled "Termination":

Termination for Non-appropriation: Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Participating Addendum will terminate immediately and absolutely if DOAS or the Purchasing Entity determines that adequate funds are not appropriated or granted or funds are de-appropriated such that DOAS or the Purchasing Entity cannot fulfill its obligations under the Statewide Contract, which determination is at DOAS and/or Purchasing Entity's sole discretion and shall be conclusive. A termination made pursuant to these terms is not a termination for convenience and will not be treated as such.

Immediate Termination DOAS may terminate the Participating Addendum for any one or more of the following reasons effective immediately without advance notice:

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

- 
- a. In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
  - b. DOAS determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
  - c. The Contractor fails to comply with confidentiality laws or provisions.

Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of the Master Agreement and/or this Participating Addendum shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). To the extent that any agreements extend beyond the duration of the Master Agreement and/or this Participating Addendum, the terms and conditions of this Participating Addendum and the Master Agreement, as well as any SLAs, will remain in effect until the agreement is terminated. No new leases, maintenance or other agreements for services may be executed after the Master Agreement and/or this Participating Addendum has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as "new."

In any termination event, in addition to data transition, Contractor shall allow the Purchasing Entity to transition accounts, licenses, and technical configurations, to a new provider at no additional cost other than those detailed in the original customer agreement. This includes, but is not limited to third party cloud hosting accounts. Specific data removal and transition information is available and provided by the unique technology partners. This data removal and transition information shall adhere to the contract terms of the Mater Agreement and this Participating Addendum.

**PARTICIPATING ADDENDUM**

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

**17. INDEMNIFICATION**

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

- 
- (i) The Master Agreement's Indemnification (Section 13, subpart a) provision controls. The Master Agreement's Limitation of Liability clause (Section 13, subpart c) is deleted and replaced with the following:

The limit of liability shall be as follows:

- a. Contractor's liability for any claim, loss or liability arising out of, or connected with the products or services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the products or services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) two million dollars (\$2,000,000) per purchase by a Purchasing Entity, whichever is greater.
- b. . The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
- c. . Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others. For purposes of clarity, damages relating to data breach are considered to be direct damages.
- d. The limitations of liability will not apply to claims for bodily injury or death as set forth in Section 13 and Section 30 under the Master Agreement, when made applicable under a specific Purchase Order. The limitations of liability shall not apply to damages due to data breach either by Contractor, including those related to any solution or services provided by Contractor.

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State of Georgia or its agencies have agreed to indemnify Contractor or any third parties. Any term or conditions otherwise is null and void.

- (ii) **Coordination of Defense.** In connection with indemnification of a Purchasing Entity or DOAS, when a Georgia state entity is a named defendant in any lawsuit, the defense of the Georgia state entity shall be coordinated by the Attorney General of Georgia. The Attorney General of Georgia may, but has no obligation to, authorize Contractor to control the defense and any related settlement negotiations; provided, however, that, in such event, Contractor shall not agree to any settlement of claims against the State of Georgia without first obtaining a concurrence from the Attorney General of Georgia. If the Attorney General of Georgia does not authorize sole control of the defense and settlement negotiations for Contractor, Contractor shall be granted authorization to participate in any proceeding related to this section; provided however notwithstanding anything of the contrary herein, Contractor shall continue to be obligated to indemnify the participating entity and, to the extent applicable, any and all purchasing entities, in accordance with and to the extent Contractor provides such indemnity under this Master Agreement.

**18. Section 31 of the Master Agreement is amended to include the following provision:**



## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

**Service Provider Disclaimers of Warranties Invalid.** Any term or condition that excludes, disclaims, or limits a Contract Vendor warranty is null and void.

**Warranty of Security:** Unless otherwise agreed in writing, the Contractor and all Service Providers, including but not limited to sub-contractors, resellers, and partners, will not perform any of the services outside of the United States, and the Contractor will not allow any State of Georgia data to be sent by any medium, transmitted, or accessed outside of the United States.

The Contractor and all Service Providers must notify the Purchasing Entity and the State of Georgia (through the Participating State Contact to this Participating Addendum) as soon as possible or no later than twenty-four (24) hours following discovery of the breach of any unauthorized access of data that is personal information of individuals. The Contractor and all Service Providers must notify the Purchasing Entity and the State of Georgia (through the Participating State Contact to this Participating Addendum) as soon as possible or no later than forty-eight (48) hours following discovery of the breach of any unauthorized access of data.

**Indemnification (Breach of Warranty of Security):** The Contractor agrees to defend, indemnify, and hold harmless the State of Georgia, the Participating Entities, and any officers, directors, or employees of such for any claims, suits, or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two-year period following the breach.

**19. The following paragraph is added to Exhibits 1, 2, and 3 of the Master Agreement as a new paragraph 5(c) for each Exhibit:**

c. Unless otherwise stipulated, if a Data Breach is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release, the Contractor shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others; (3) a credit monitoring service; (4) a website or a toll-free number and call center for affected individuals; and (5) complete all corrective actions as reasonably determined by Contractor based on root cause.

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

**20. SECURITY AND DATA PROTECTION.** The Contractor is responsible for the security and protection of the Purchasing Entity's data. The terms, conditions, and provisions of this Security and Data Protection section apply in addition to any terms, conditions and provisions of the Master Agreement related to security and data protection. This Security and Data Protection section survives the completion, termination, expiration, or cancellation of this Purchasing Addendum.

(i) The following terms are added to the Master Agreement at Exhibit 1, Software as a Service:

a. Application Security Audits and Remediation. Contractor will audit, at the application level the security of the systems and processes used to provide any and all Cloud Computing or Hosting Services to the State. This security audit: (1) will be performed at least once every calendar year beginning with the initial year of the Contract; (2) will be performed according to Statement on Standards for Attestation Engagements ("SSAE") 16 Service Organization Control ("SOC") 2, International Organization for Standardization ("ISO") 27001, or FedRamp; (3) will be performed by third party security professionals at Contractor's election and expense; (4) will result in the generation of an audit report ("Contractor Audit Report"), which will, to the extent permitted by applicable law, be deemed confidential information and as not public data under the Georgia Data Practices Act; and (5) may be performed for other purposes in addition to satisfying this section.

Upon the State's reasonable, advance written request, Contractor will provide the State a copy of the current Contract Vendor Audit Report. If the Contractor Audit Report is of or involves a third party's IT environment, the State may be required to execute a non-disclosure agreement with the third party.

Contractor will make best efforts to remediate any control deficiencies identified in the Contractor Vendor Audit Report in a commercially reasonable timeframe.

If the State becomes aware of any other Contractor controls that do not substantially meet the State's requirements, the State may request remediation from Contractor. Contractor will make best efforts to remediate any control deficiencies identified by the State or known by the Contractor, in a commercially reasonable timeframe.

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

b. Secure Coding. Contractor warrants that all Cloud Services are free from any and all defects in materials, workmanship, and design. Contractor warrants that all Cloud Services are free from any and all viruses, malware, and other harmful or malicious code. Contractor must scan all source code for vulnerabilities, including before and after any source code changes are made and again before being placed into production, and must promptly remediate any and all vulnerabilities. Contractor must follow best practices for application code review and the most current version of the Open Web Application Security Project (OWASP) 10.

- (ii) Insurance and Liability. Contractor shall maintain the insurance described in the Standard Insurance Requirements section, below.

Notwithstanding any limitation of liabilities in the Participating Addendum, the Contractor shall be liable for damages to the extent such damages are within the insurance limit. For purposes of clarification, the foregoing sentence shall in no way limit the Contractor's liability.

- (iii) Subcontractors. Contractor agrees that no State data shall be transmitted, exchanged or otherwise provided to other parties except as specifically agreed to in writing by the Chief Information Security Officer or delegate. Contractor must ensure that any contractors, subcontractors, agents and others to whom it provides State data, agree in writing to be bound by the same restrictions and conditions under the Participating Addendum that apply to Contractor with respect to such data.

- (iv) Compliance with Data Privacy and Security Laws and Standards. In addition to the requirements of the Master Contract, Contractor shall comply with all applicable State and Federal data privacy and data security laws, rules, and regulations, including the following.

Any work performed by Contractor shall comply with relevant requirements of the Participating State's Enterprise Architecture and Georgia Information Technology Standards, if such entity is under the purview of the Georgia Technology Authority. These standards may be found at <https://gta.georgia.gov/psg/>.

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

Contractor shall comply with the Health Insurance Portability Accountability Act ("HIPPA"), the HITECH Act, and other similar privacy laws. Contractor also shall comply with the HIPPA Privacy Rule, HIPPA Security Rule, and other similar rules, regulations, and laws, including future amendments thereto.

Contractor shall comply with all applicable requirements, restrictions, and conditions set forth in the Criminal Justice Information Services ("CJIS") – Security Policy, Version 5.3 dated 8/4/2014, including, but not limited to, conducting FBI fingerprint background checks on all of Contractor agents, employees, and subcontractors that have or will have access to Criminal Justice information ("CJI").

Contractor acknowledges that for the purposes of this Participating Addendum when storing, processing, transmitting or otherwise accessing State data subject to the Family Educational Rights and Privacy Act ("FERPA"), it is designated as a "school official" with "legitimate educational interest" in the State data and associated metadata, as those terms have been defined under FERPA and its implementing regulations, and Contractor agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Contractor shall use Ordering Entity data only for the purpose of fulfilling duties under the Contract and will not monitor or share such data with or disclose it to any third party except as provided for in this Participating Addendum, as required by law, or as authorized in writing by the Ordering Entity. By way of illustration and not of limitation, Contractor will not use such data for Contractor's own benefit and, in particular, will not engage in "data mining" of such data or communications, whether through automated or human means, except as necessary to fulfill its duties under this Participating Addendum, or as required by law, or authorized in writing by the Purchasing Entity.

All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor").

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

- (v) Business Continuity and Backups. Contractor shall ensure that the State's designated recovery timelines are met. Contractor shall have written business continuity and disaster recovery plans that define roles, responsibilities and procedures necessary to ensure that Cloud Services provided under this Participating Addendum shall be maintained in the event of a disruption to the Contractor's operations, regardless of the cause of the disruption. Such plans must, at a minimum, define the Contractor's actions to address the impacts of the following key areas likely to cause a disruption to Contractor's operations: loss of key personnel, loss of facility, and loss of information technology. Contractor must conduct testing and review of its business continuity and disaster recovery plan at least annually. Upon State request, Contractor must also participate, at mutually agreed upon times, in State business continuity and disaster recovery testing, training, and exercise activities.

## 21. PUBLIC RECORDS

The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law. Contractor agrees that this Contract, any related purchase orders, related invoices, related pricing lists, and the Proposal will be public documents, and may be available for distribution. Contractor gives DOAS, the Purchasing Entities, and the State of Georgia express permission to make copies of this Contract, any related purchase orders, related invoices, related pricing lists, and Proposal. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. DOAS, the Purchasing Entities, and/or the State Georgia will not inform Contractor of any request for a copy of this Contract, including any related purchase orders, related invoices, related pricing lists, or the Proposal.

## 20. STANDARD INSURANCE REQUIREMENTS

The Contractor shall procure and maintain, until all of its obligations have been discharged (including any warranty periods under the statewide contract have been satisfied), insurance which shall protect the Contractor and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

attached to this solicitation throughout the duration of the statewide contract. The Contractor shall procure and maintain the insurance policies described below at the Contractor's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Contractor includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

The Contractor is required to maintain the following insurance coverage's during the term of the statewide contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.) In addition, the Contractor shall require all Sub-Contractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:
 

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.
- 2) Commercial General Liability Policy with the following minimum coverage:
 

Policy shall include bodily, property damage and broad form contractual liability coverage.	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000



**PARTICIPATING ADDENDUM**

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint****Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

	General Aggregate Limit	\$2,000,000
	Products/Completed Ops. Aggregate Limit	\$2,000,000
3)	Automobile Liability Bodily Injury and Property Damage for any owned, hired or non-owned vehicles used in the performance of the statewide contract	
	Combined Single Limit	\$1,000,000
4)	Errors and Omissions Limit	\$2,000,000
5)	Commercial Umbrella Limit	\$2,000,000.

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance (ACORD form or equivalent approved by the State) showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract and remain in effect for the duration of the statewide contract. The foregoing policies shall be obtained from insurance companies authorized to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of an executed Participating Addendum, the Contractor must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the Contract Number: 99999-SPD-T20190814-0001. The Contractor's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

### 21. INDIVIDUAL CUSTOMER

Each State entity and political subdivision, as a Purchasing Entity, that purchases products/services shall be treated as individual customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision shall be responsible to follow the terms and conditions of the Master Agreement; and they shall have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision shall be responsible for their own charges, fees, and liabilities. Each agency and political subdivision shall have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor shall apply the charges to each Purchasing Entity or Purchasing Entity individually.

### 22. ARBITRATION, INDEMNIFICATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State of Georgia or its agencies have agreed to binding arbitration. Any term or condition that requires the parties to mediate or arbitrate is null and void. Voluntary dispute resolution procedures are valid to the extent allowed by law. Further, the State of Georgia does not agree to pay attorney fees, costs, or late payment charges. Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contractor, Contractor's sub-Contractors, or Contractor's agents. This shall extend to all agreements related to the subject matter of this Participating Addendum, and to all terms subsequently added, without regard to order of preference.

### 23. STATE OF GEORGIA ePAYABLE/PURCHASING CARD PROGRAM

DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. The Contractor agrees to accept payment via ePayables and

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

shall impose no fee on either DOAS or any Purchasing Entity for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered into a Contract with its PCard provider, Bank of America, to provide the e-Payables solution which will allow DOAS and Purchasing Entities to facilitate electronic payment by DOAS and Purchasing Entities to the Contractor.

All purchases made by Purchasing Entities' representatives utilizing State of Georgia ePayables shall be exempt from sales tax. It is the responsibility of the Purchasing Entity representative to provide the Purchasing Entity's tax identification number as needed at the point of sale.

The Contractor shall keep the State of Georgia ePayables numbers confidential and shall not disclose the State of Georgia ePayables numbers except as expressly authorized by DOAS. The Contractor represents that State of Georgia ePayables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The Contractor shall provide immediate written notice to the current DOAS contract administrator in the event of (1) any unauthorized disclosure of State of Georgia ePayables Numbers or (2) Contractor's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Contractor's contract performance. The Contractor agrees to cooperate with DOAS, Purchasing Entities, and DOAS contractual partner(s) for ePayables in resolving any issues or disputes.

### 24. ADMINISTRATIVE FEE AND SALES REPORTING SUBMISSION

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. DOAS requires each Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is 2.00 percent (%) for a duration of 1 (one) year. After the initial duration of 1 year, parties will assess the 2% administrative fee amount and determine if a modified administrative fee is justified. All Contractors must agree that the Fee will not be identified separately from the product and/or service pricing offered to Purchasing Entities wherever that pricing may

# **PARTICIPATING ADDENDUM**

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

appear (website, catalog, invoices, etc.). This Fee will be collected by the awarded Contractor and remitted to DOAS in accordance with the following paragraphs.

- (i) Quarterly Sales Report. The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Contractor Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Contractor's Quarterly Sales Report Due Date</i>	<i>Contractor's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1<sup>st</sup> – September 30<sup>th</sup></i>	<i><u>October 20<sup>th</sup></u></i>	<i><u>November 15<sup>th</sup></u></i>
<i>Quarter 2</i>	<i>October 1<sup>st</sup> – December 31<sup>st</sup></i>	<i><u>January 20<sup>th</sup></u></i>	<i><u>February 15<sup>th</sup></u></i>
<i>Quarter 3</i>	<i>January 1<sup>st</sup> – March 31<sup>st</sup></i>	<i><u>April 20<sup>th</sup></u></i>	<i><u>May 15<sup>th</sup></u></i>
<i>Quarter 4</i>	<i>April 1<sup>st</sup> – June 30<sup>th</sup></i>	<i><u>July 20<sup>th</sup></u></i>	<i><u>August 15<sup>th</sup></u></i>
			<b>30 DAYS FOLLOWING TERMINATION OF SWC</b>

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Contractor via electronic funds transfer (EFT).

- (ii) Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses material incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

In no event, shall Contractor retain any amount of money in excess of the compensation to which Contractor is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

- (iii) Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.
- (iv) Late Payment Fee. In the event DOAS does not receive the Contractor's payment of the Fees on or before the Contractor's Payment Due Date, the parties agree the Contractor must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$(\text{Administrative Fee Amount Due}) \times (18\%) = X$$

$$X / 365 \text{ (366 for leap years)} = Y$$

$$Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed}$$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Contractor does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Contractor makes an error and overpays, the Contractor is responsible for alerting DOAS in writing of the Contractor's discovery of the overpayment. DOAS will confirm whether an

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

overpayment has occurred and refund or credit the overpayment amount to the Contractor no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Contractor's overpayment of Fees.

### 25. QUARTERLY BUSINESS REVIEW MEETINGS

The Contractor must participate in Quarterly Business Review ("QBR") meetings at DOAS' request. During the QBR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service level agreements and key performance indicators agreed to by Contractor and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, strategies to grow sales volume, development/monitoring of a Contractor service "scorecard."

### 26. COMPLIANCE WITH THE LAW

The Contractor, its employees, agents, and sub-Contractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as sub-Contractors or Contractors. The Contractor, its employees, agents and sub-Contractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract, including any renewals or extensions thereof, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the



## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

terms of this Contract. Further, Contractor represents that Contractor complies with and will continue to comply with O.C.G.A. § 21-5-76. The laws of the State of Georgia shall govern this Participating Addendum.

### 27. CERTIFICATION REGARDING SALES AND USE TAX

By executing the Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the DOAS or its representative filing for damages for breach of contract.

### 28. DRUG-FREE WORKPLACE

The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
- (ii) If Contractor has more than one employee, including, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- (iii) Contractor will secure from any sub-Contractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Sub-Contractor's Name) certifies to the Contractor that a drug-

## PARTICIPATING ADDENDUM

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint**

**Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

---

free workplace will be provided for the sub-Contractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

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

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

### 29. ASSIGNMENT

Neither Party may, nor will it have the power to, assign or novate this Participating Addendum with the consent of the other.

### 30. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

### 31. AGREEMENT

This Participating Addendum together with its exhibits and/or amendments and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum together with its exhibits and/or amendments and the Master Agreement, together with its exhibits and/or amendment shall not be added to or incorporated into this Participating Addendum together with its exhibits and/or amendments or the

**PARTICIPATING ADDENDUM**

Between

Carahsoft Technology Corporation

(hereinafter "Contractor")

And

Georgia Department of Administrative Services

(hereinafter "DOAS" or "Participating State/Entity")

Pursuant to

**NASPO ValuePoint****Cloud Solutions 2016-2026**

Administered by the Utah (hereinafter "Lead State") Master Agreement No: AR2472

Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise (except as required by Purchasing Entities in order to utilize specific funds for a procurement), and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

By signing below, Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2472, at prices equal to or lower than the prices on the contract.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Contractor: Carahsoft Technology Corporation	Participating Entity: Georgia Department of Administrative Services
Signature: <i>Kristina Smith</i>	Signature: <i>L. Eason</i>
Name: Kristina Smith	Name: Lisa Eason
Title: Director of Contracts	Title: Deputy Commissioner, State Purchasing Division
Date: 08/12/2019	Date: <i>8-14-19</i>

## Staff Report

**Subject:** Approval of Proposal from EagleView for Pictometry Flights

**Author:** Alison Bruton, Purchasing Agent

**Department:** Tax Assessor

**Meeting Date:** March 21, 2022

**Item Description:** Approval of Proposal from EagleView for Pictometry Flights

### Summary Recommendation:

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

### Executive Summary/Background:

- The first flight will not take place until January or February of 2024. Staff is requesting approval now to make sure we get on the flight schedule. There are no payments due until the flight takes place. This Contract is for a 6-year term and includes two flight projects.
  - Flight 1 Total: \$174,852.00
    - Annual Payments of \$58,284.00
  - Flight 2 Total: \$174,852.00
    - Annual Payments of \$58,284.00
- This program will help the staff locate new construction and additions that may not have been permitted or missed in the permitting process.
- This program helps to review parcels that would not be accessible.
- This program is an approved review method by IAAO and is recognized by GAAO.
- Approval allows for an increase in tax revenue. If the agreement is not approved, it could cause a potential loss of tax revenue and result in the need for additional staff to review.

### Alternatives for Commission to Consider

1. Approval of Proposal from EagleView for Pictometry Flights
2. Take no action.

### Recommended Alternative: 1

#### Other Alternatives: 2

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

Tax Assessor, Finance, Board of Commissioners

#### Funding Source:

Tax Assessor Budget

#### Attachments:

Contract



## Budget Proposal

### Multi-Project Summary 2 Projects over 6 years

Flight 1 Total: \$174,852

**Annual Payments: \$58,284**

Flight 2 Total: \$174,852

**Annual Payments: \$58,284**

Proposal For: Effingham County, GA  
Project Name: EagleView Cloud Imagery  
Contract Term: 6 Years  
Number of Projects: 2

EagleView Rep: Kevin Lamonds  
Expiration Date: 11/30/2023  
Target Capture: 2024-Q1-Winter  
[kevin.lamonds@eagleview.com](mailto:kevin.lamonds@eagleview.com)

#### Project 1

Qty	Product
68	Property-3" GSD Oblique Imagery
68	Property-3" GSD Certified Ortho
469	Property-6" GSD Oblique Imagery
469	Property-6" GSD Certified Ortho
1	EagleView Cloud-Replaces Connect
1	Comprehensive Integration Bundle-Full Integration Suite
7	3D Textured Mesh
1	FutureView Advanced Training
29,000	Sketch Inspect
1	Authorized Users-Allows giving access to cities, towns, etc..
1	Early Access-view imagery 14 days after capture
1	Physical Imagery Delivery
1	Disaster Response
75	Oblique & Ortho_Off-Year Capture-Can be capture in Winter of 2025 or 2026

Project 1 Total	\$174,852.00
Annual Payments x 3	\$58,284.00

#### Project 2

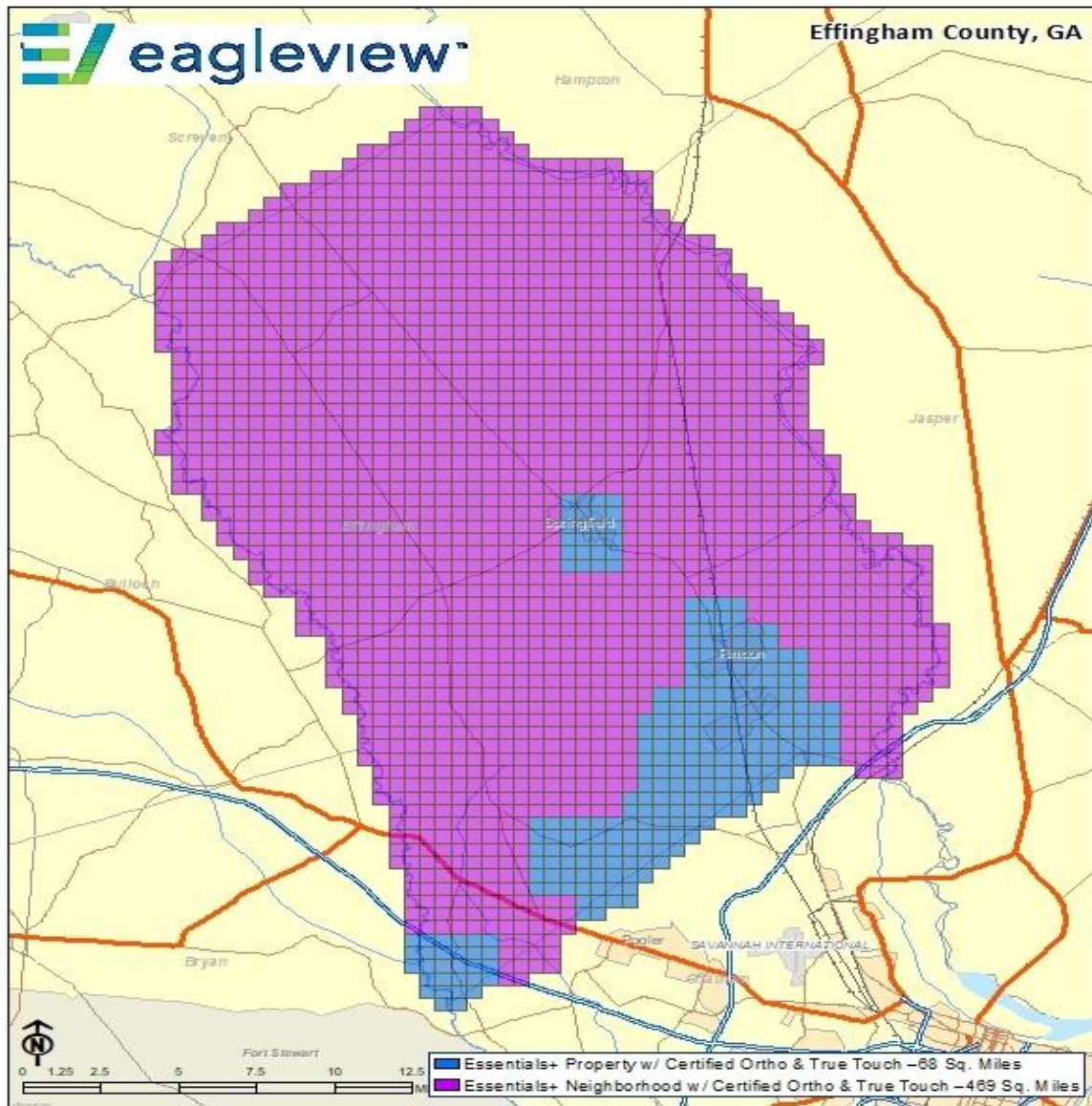
Qty	Product
68	Property-3" GSD Oblique Imagery
68	Property-3" GSD Certified Ortho
469	Property-6" GSD Oblique Imagery
469	Property-6" GSD Certified Ortho
1	EagleView Cloud-Replaces Connect
1	Comprehensive Integration Bundle-Full Integration Suite
7	3D Textured Mesh
1	FutureView Advanced Training
29,000	Sketch Inspect
1	Authorized Users-Allows giving access to cities, towns, etc..
1	Early Access-view imagery 14 days after capture
1	Physical Imagery Delivery
1	Disaster Response
75	Oblique & Ortho_Off-Year Capture-Can be capture in Winter of 2028 or 2029

Project 2 Total	\$174,852.00
Annual Payments x 3	\$58,284.00



Proposal For: Effingham County, GA  
 Project Name: EagleView Cloud Imagery  
 Contract Term: 6 Years  
 Number of Projects: 2

EagleView Rep: Kevin Lamonds  
 Expiration Date: 11/30/2023  
 Target Capture: 2024-Q1-Winter  
 Phone: 336-500-1016



## Staff Report

**Subject:** Approval of Change Order #2 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works

**Meeting Date:** March 21, 2023

**Item Description:** Change Order #2 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management

**Summary Recommendation:** Staff recommends approval of Change Order #2 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management

### Executive Summary/Background:

- The original agreement with RCE for the FDRE of Ash Roads included 13 different roads/areas. Six (6) of the roads were moved from the FDRE project and moved to the LMIG 2022 project.
- Change Order 1 reflected the engineering costs of those six roads and moved them to the LMIG 2022 Agreement with RCE, which will result in a deduction of (-\$65,000).
- Change Order 2 reflects a partial adjustment to this task order fee to cover the additional fees incurred within the February and March 2023 invoices in the amount of \$16,000.00.

### Alternatives for Commission to Consider

1. Approval of Change Order #2 to Task Order 21-25-004 with Roberts Civil Engineering for the FDRE for Ash Roads Design and Construction Management in the amount of \$16,000.00
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** County Manager, Project Manager, Purchasing

**Funding Source:** TSPLOST

**Attachments:**

1. Change Order #2
2. Request from Roberts Civil Engineering



# Change Order # 2

Project: 21-25-004 – Engineering for FDRE for Ash Roads - TSPLOST

Contract Date: June 15, 2021

Change Order Effective Date: March 21, 2023

Change Order Issued to: Roberts Civil Engineering  
301 Sea Island Rd., Suite 10  
St. Simons Island, GA. 31522

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	Unit Price	Total
1	Partial Fee Increase for extension of Project Schedule	\$16,000.00	\$16,000.00
	<b>TOTAL</b>		<b>\$16,000.00</b>

The original Contract Sum was.....\$ 449,285.00

Net change by previously authorized Change Orders.....(-\$ 65,000)

The Contract Sum prior to this Change Order was.....\$ 384,285.00

The Contract Sum will be decreased by this Change Order.....\$ 16,000.00

The new Contract Sum including this Change Order will be.....\$ 400,285.00

Owner  
 Effingham County Board of Commissioners  
 804 S. Laurel Street  
 Springfield, GA 31329

Contractor  
 Roberts Civil Engineering  
 301 Sea Island Rd., Suite 10  
 St. Simons Island, GA. 31522

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

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

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

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



**Roberts Civil Engineering Municipal Team**  
**Additional Service Proposal #2**  
**to**  
**Effingham County Full Depth Reclamation (FDRE) Project**

**March 2, 2023**



## Table of Contents

Letter of Interest.....	3
Fee Proposal.....	4



March 2, 2023

Ms. Angela Stanley  
Effingham County  
804 South Laurel Street  
Springfield, Georgia 31329

Re: Add Service Proposal #2 to Full Depth Reclamation (FDRE) Project

Dear Ms. Stanley,

Following up on our various conversations regarding our Effingham County FDRE Project, we are currently working to resolve the scope and schedule issues associated with logging damage done to the new FDRE road base on Corinth Church Road. Corinth Church Road was on track to have been complete last October, but progress was suspended by logging operations beyond the point where the weather supported the original scope of work. We are reviewing alternate scope and schedule solutions to allow this work to proceed, but this review is not yet complete. Upon completion of this review, we will submit a final Add Service Proposal to cover the extended length of our FDRE Project assignment. In the interim, we respectfully request a partial adjustment of our FDRE Project Not to Exceed Fee sufficient to cover the additional Fees incurred within our February and March 2023 Invoices for costs we have incurred through February 28<sup>th</sup>.

Thank you again for the opportunity to continue serving Effingham County.

Sincerely,

R.M. "Rip" Graham  
Senior Project Manager



## FEE PROPOSAL

### Construction Phase Services:

Interim Partial Fee Increase for extension of Project Schedule: \$ 16,000. Not to Exceed Fee

**Total:** **\$ 16,000. Not to Exceed Fee**

## Staff Report

**Subject:** Approval of PO with Custom Truck and Body Works, Inc. for the purchase of a Type III Ambulance

**Author:** Alison Bruton, Purchasing Agent

**Department:** EMS

**Meeting Date:** March 21, 2023

**Item Description:** PO with Custom Truck and Body Works, Inc. for the purchase of a Type III Ambulance

**Summary Recommendation:** Staff recommends approval of PO Q-00396-1 with Custom Truck and Body Works, Inc. for the purchase of a Type III Ambulance in the amount of \$199,582.00.

### Executive Summary/Background:

- There is still uncertainty regarding the receipt times for the five (5) ambulances that we currently have on order. There is a possibility that we will still be limited in what we receive. This caused staff to look at other available options.
- Custom Truck and Body Works has supplied a quote for one Type III 14' Ambulance, a Chevy G4500. They currently have these available on their lot.
- Here are some differences between our current units and this unit:
  - The type III chassis is 169" modules vs our current 149" modules
  - The type III units are gas engines, 6.6L V8 engine
  - There is no GPS or backup camera, although an aftermarket backup camera has been added
  - A Go Industries brush guard has been included instead of a Ranch hand guard.
  - This unit does not have liquid springs.
- EMS Director, Wanda McDuffie, has reviewed the specs and information and is requesting approval for this unit.

### Alternatives for Commission to Consider

1. Approval of PO Q-00396-1 with Custom Truck and Body Works, Inc. for the purchase of a Type III Ambulance in the amount of \$199,582.00.
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** EMS, Finance, Purchasing, County Manager

**Funding Source:** SPLOST

**Attachments:** PO Q-00396-1

# PURCHASE ORDER

Item XI. 8.

## Effingham County Board of Commissioners

804 S LAUREL STREET  
SPRINGFIELD, GA 31329  
Phone: 912-754-2159  
Fax: 912-754-8413

DATE:  
P.O. #

3/21/2023  
Q-00396-1

### VENDOR

Custom Truck and Body Works, Inc.  
PO Box 718  
13787 White House Road  
Woodbury, GA 30293  
ATTN : Jimmy Gill  
706-977-7095 (cell) / 706-553-9178 (office)

### SHIP TO

Effingham County Board of Commissioners  
804 S.Laurel Street  
Springfield, GA 31329  
ATTN : Alison Bruton  
912-754-2159

REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS
ECBOC			

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
	Type III 14' Ambulance - Chevy G4500	1	\$199,582.00	\$ 199,582.00

SUBTOTAL	\$ 199,582.00
TAX RATE	\$ -
TAX	\$ -
S & H	\$ -
OTHER	\$ -
<b>TOTAL</b>	<b>\$ 199,582.00</b>

### OTHER COMMENTS OR SPECIAL INSTRUCTIONS

ECBOC is a tax exempt entity. Tax ID# is 58-6000821

Custom Truck and Body Works, Inc. agrees to furnish one (1) Type III 14' Ambulance - Chevy G4500 as described in Quote Q-00396-1. The County references the terms, conditions and specifications contained in Quote Q-00396-1.

CUSTOM TRUCK & BODY WORKS - SIGNATURE

TITLE

CUSTOM TRUCK & BODY WORKS - PRINT NAME

DATE

AUTHORIZED BY - SIGNATURE

CHAIRMAN

AUTHORIZED BY - TITLE

WESLEY CORBITT

AUTHORIZED BY - PRINT NAME

AUTHORIZED DATE





**Quote #:** Q-00396-1  
**Date:** 2/28/2023 4:34 PM  
**Expires On:** 4/30/2023

## Custom Truck and Body Works, Inc.

Manufacturers of Custom Emergency Apparatuses

13787 White House Rd  
 Woodbury, GA 30293  
 United States  
 Main Line: 706-655-4300

### SHIPPING

WANDA MCDUFFIE  
 Effingham County

(912) 754-2148  
 wmcduffie@effinghamcounty.org

### BILL TO

EFFINGHAM COUNTY EMS

Name	Direct Line	E-Mail Address
Jimmy Gill	(706) 977-7095	jimmy@customtruckandbodyworks.com
Payment Terms	Delivery Method	Delivery Terms
Due on Receipt	Pickup at CTBW	150 to 180 Business Days After Receipt of Chassis

Dear WANDA MCDUFFIE,

*Custom Truck and Body Works would like to thank you for the opportunity to work with your department on this project. We have prepared this quote based on the information that has been provided to us. We are certain that we can meet or exceed any needs and expectations you may have. Please review the attached documents and if there should be any questions, clarifications or any additional information please do not hesitate to contact me. We look forward to hearing from you soon.*

Sincerely,  
 Jimmy Gill

TYPE III 14' AMBULANCE-CHEVY G4500

**\$199,582 Each**

## MODULAR BODY

QTY	UOM	PRODUCT NAME	DESCRIPTION
1		Modular Body - Type III 14'	The ambulance body 169"L x 96"W x72"H shall be constructed of custom designed aluminum extrusions and aluminum plate. The ambulance body shall be designed and engineered specifically as an emergency vehicle and shall be built to meet the heavy-duty requirements of emergency service.

## CHASSIS

QTY	UOM	PRODUCT NAME	DESCRIPTION
1	Each	Chassis - Chevy G4500 - 4x2 - Gas - 100CA	
1	Each	Chassis Add On #1	Non Standard Additional Chassis Add On
Go Industries Brush Guard			
1	Each	Chassis Add On #2	Non Standard Additional Chassis Add On
LED LIGHT BAR			

## CHASSIS ADD ON

QTY	UOM	PRODUCT NAME	DESCRIPTION
1	Set	Wheel Inserts - Phoenix - Chevy G3500/ G4500 (Standard)	
1	Set	Running Boards - Driver & Passenger - Reg Cab - NFPA (Standard)	Diamond plate running boards shall be provided and installed on the cab of the module to the chassis manufacturers recommendation.
2	Set	Lights - Grille - ION Red w Clear Lens LED (Standard)	Whelen ION series Red LED warning light with clear lens and chrome flange installed on the front grill of the chassis.
2	Set	Lights - Front Intersection - ION Red w Clear Lens LED (Standard)	Whelen ION series Red LED warning light with clear lens and chrome flange installed on the fenders of the chassis.
1	Set	Speaker - Cast - Chevrolet G3500/G4500 (Standard)	Two (2) 100-watt speakers shall be installed through the front OEM bumper.
1	Each	Back Up Camera - 7" Monitor Installed On Windshield (Standard)	An exterior Back Up Camera With 7" Monitor shall be mounted on the windshield.
2	Set	Fire Extinguisher - 5Lb w/ Bracket (Standard)	5lb Fire Extinguisher shall be shipped loose.
1	Set	Mud Flaps	Set of heavy-duty, thick rubber material mud flaps shall be as wide as the dual rear wheels.
1	Each	Spare Tire	A spare tire shall be provided with the chassis.
1	Each	Alarm - Backup	An audible alarm shall be installed to activate when the vehicle is placed into reverse gear. There shall be installed on the front console and wired through the vehicle electrical system, a momentary cutoff switch to disable the alarm.
1	Set	Engine Block Heater - Wire - Shoreline	The chassis engine block heater shall be wired to shoreline power.

## CHASSIS CONSOLE

QTY	UOM	PRODUCT NAME	DESCRIPTION	Item XI. 8.
1	Each	Console - Wood - Gray (Standard)	A wood scorpion coated console with (2) cup holders and map slot shall be provided between the driver and passenger seat.	
2	Each	Siren - (Standard)	A Whelen 295SLSA1 single tone siren shall be installed in the cab console.	
1	Each	Spotlight - Go Light LED w Remote Control	12V LED spotlight shall be installed on the cab roof.	

## L1 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION
1	Each	L1 Compartment	Street Side Forward Compartment Dimensions: H72"x W22"x D22"
1	Each	O2 Bracket Kit - Universal Cylinder w Ratchet Straps (Standard)	There shall be a Universal Zico Cylinder Bracket QRM-V O2 bottle mount to the back wall to allow the department to utilize both "M" cylinder and "H" cylinder bottles. LOCATION=BACK WALL
1	Each	O2 Wrench	An aluminum O2 wrench provided near the O2 bracket in the Oxygen compartment.
1	Each	Oxygen Regulator - 50 PSI	50 PSI Pre-Set diaphragm regulator with nut and nipple connection for large cylinders and preset to 50 PSI.
2	Each	Portable O2 Bracket Kit - D Cylinder - Zico QR-D-2	

## L2 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION
1	Each	L2 Compartment	Street Side Intermediate Compartment Dimensions: H40"x W45"x D20"
1	Each	Panel - L2 - Inverter - Vanner 1100	A Vanner 1100 watt Inverter with 50 amp battery charger shall be provided and installed in the streetside exterior L2 compartment.
1	Each	Inverter - Pre Wire	A pre-wire for installation of the inverter shall be provided in the L2 compartment.

## L3 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION
1	Each	L3 Compartment (Standard)	Street Side Rear Compartment Dimensions: H40"x W37"x D20"
Double doors on compartment			
1	Each	Adjustable Shelf - L3 Compartment	A horizontal aluminum adjustable shelf/shelves shall be provided in the L3 compartment mounted on shelf track.

## R3 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION
1	Each	R3 Compartment	Curb Side Rear Compartment Dimensions: H72"x W20"x D20"
(2) straps and buckles across the back board storage area			
2	Each	Adjustable Shelf - R3 Compartment	A horizontal aluminum adjustable shelf/shelves shall be provided in the R3 compartment mounted on shelf track.
1	Each	Backboard Divider - R3 Compartment	A vertical divider shall be mounted center of the back board compartment.

## R2 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION
1	Each	R2 Compartment	Curb Side Intermediate Compartment Dimensions: H24"x W20"x D20"

## R1 COMPARTMENT

QTY	UOM	PRODUCT NAME	DESCRIPTION
1	Each	R1 Compartment	Curb Side Forward Compartment Dimensions: H57"x W22"x D20"
1	Each	ALS Access with Slide Out & Battery Tray	
1	Each	R1 Battery Box Compartment	Battery Box Compartment Dimensions: H13"x W22"x D20"

## EMERGENCY LIGHT PACKAGE

QTY	UOM	PRODUCT NAME	DESCRIPTION
1	Set	Lights - M Series - Red & White LED Warning w Clear Lens (7 Front Wall R/W/ R/W/R/W/R) (Standard)	Whelen M9 LED warning lights shall be installed on the module in the specified configuration. (7) front wall lights, (4) side body lights, (3) rear upper, and (2) lower window level lights.
2	Each	Lights - Rear Intersection - M7 Red LED w Clear Lens - Warning Light	Whelen M7 LED warning lights shall be installed above both rear wheels on the module

## NON EMERGENCY LIGHT PACKAGE

QTY	UOM	PRODUCT NAME	DESCRIPTION
2	Set	Lights - Action Area/ Telemetry - LED	3" round led lights shall be located in the action area and telemetry area.
1	Each	Lights - Compartment - Single - LED Strip Lights (Standard)	Each exterior compartment shall have one (1) strip LED light installed full height on each side of the door opening.
10	Set	Lights - Dome - Whelen LED (Standard)	Whelen 8" LED Dome patient compartment lights with dual level lighting will be located in the ceiling. *Exact location & quantity can be changed at pre-construction meeting*
6	Set	Lights - Scene - M9 LED (Standard)	Whelen M Series LED Scene Lights shall be installed (2) two on rear, (2) per side of the ambulance modular body.
2	Set	Lights - Stop/Turn/Tail - M6 Series LED (Standard)	Whelen M Series LED Brake, Back Up and Turn signals with individual bezels installed on the rear of the module.
1	Set	Lights - ICC Marker - Red & Amber LED	7 LED Red and & 7 LED Yellow ICC lights installed on the upper module perimeter to meet DOT requirements.
1	Each	Light - Stepwell - LED	LED Stepwell light installed at the entry steps of the module.
1	Each	Lights - Tag Bracket - LED	LED lighting installed at the the tag bracket to meet DOT requirements.
2	Set	Lights - Docking - 6" Oval White	6" LED lights installed at the rear bumper to provide additional back up lighting.

## MODULAR EXTERIOR

QTY	UOM	PRODUCT NAME	DESCRIPTION	Item XI. 8.
1	Each	Shoreline - 30A/120V - Auto Eject - Blue Cover	A 30 amp automatic power line disconnect system shall be furnished for the vehicle shoreline.	
2	Set	Fenderette - Aluminum (Standard)	Polished aluminum fender flair shall be installed around the rear wheel well openings.	
1	Each	Window - Side - Sliding - Dark Tint (Standard)	Tinted high black aluminum framed sliding window is to be centered on the side entry door.	
2	Each	Window - Rear - Fixed - Dark Tint (Standard)	Tinted high black aluminum framed fixed window is to be centered on each rear entry door.	
1	System	Door Locks - Power - 6 Compartments & 2 Entry Doors w Hidden Stealth Switch	Install Power Door locks on all Compartments and Patient Entry Side and Rear Doors. Lock/unlock can be initiated by key fob, remote switch or by Cab & Driver's Side electric locks.	
1	Set	Compartments - Scorpion - Gray (Standard)	Scorpion coated finish on all exterior compartments.	
1	Set	Drip Rails - Aluminum		

## PAINT

QTY	UOM	PRODUCT NAME	DESCRIPTION
1	Each	Paint Type - Modular Body - 1 Color	The module shall be a single tone paint to match the OEM chassis or customer specified paint code.
1	Each	Paint Type - Chassis - OEM (Standard)	Chassis shall be painted OEM one color to match fleet.

## VINYL GRAPHICS

QTY	UOM	PRODUCT NAME	DESCRIPTION
1	Set	Door Panels - Chevron (Standard)	Aluminum plate door panels on all exterior doors with 12" of reflective chevron.
1	Set	Vinyl Graphics - Star of Life Reflective Package	KKK-Spec reflective SOL package provided with the graphics package. *Exact color and location to be determined at the pre-construction meeting*
1	Set	Vinyl Graphics - Lettering & Decals	Lettering and department decals designed and printed on 3M 680CR reflective material and laminated with UV protective laminate.
1	Each	Rear Chevron - Reflective	Printed rear chevrons that meets the existing fleet/customer specifications. Printed on 3M IJ680CR reflective material. **Color to be determined at Precon**
1	Each	Vinyl Graphics - Star of Life (Large)	Large printed Star of Life, installed on the front or rear of module. Printed on 3M IJ680CR reflective material. **Color and location to be determined at Precon**
Custom swoosh and SOL to match existing units			

## MODULAR INTERIOR

QTY	UOM	PRODUCT NAME	DESCRIPTION
1	Each	Panel - Power - Location - Interior (Standard)	A printed circuit board shall be installed in the interior electrical cabinet behind attendant seat.
2	Set	Antenna - Coax	Two [2] 10-gauge power and two [2] ground wires, two [2] RG58U coax cables, and two [2] PL259 connectors.
3	Each	Outlet - 12V	12 Volt DC 20 Amp cigar style outlets will be located in the action area and in the advanced life support cabinet. *Exact location & quantity can be changed at pre-construction meeting*

QTY	UOM	PRODUCT NAME	DESCRIPTION	Item XI. 8.
6	Each	Outlet - 110V - Lighted	110 Volt AC GFI duplex lighted outlets will be located in the action area, the telemetry, as well as the advanced life support cabinet. *Exact location & quantity can be changed at pre-construction meeting*	
1	Each	Outlet - Oxygen - Single	A single O2 outlet provided at the head end of the squad wall. *Exact location & quantity can be changed at pre-construction meeting*	
1	Set	Outlet - Oxygen - Dual	Dual O2 outlets shall be provided in the action area. *Exact location & quantity can be changed at pre-construction meeting*	
1	Each	Outlet - Vacuum	Ohio style quick disconnect vacuum outlet provided in the action area wall.	
1	Each	Electrical System - RCTronics 12V (Standard)	12v RC Tronics switch panel electrical system shall be provided in the cab console and in the action area of the module.	
2	Each	Pre Wire - 12V Radio	12v radio pre-wires at the front console and rear action area. *Exact location and quantity can be changed at the pre-construction meeting*	
1	Each	Flooring - Gun Metal Gray - Lonplate 3" (Standard)	Lonplate heavy duty floor covering installed above the PVC sub floor, rolled up on each side 3".	
1	Each	Flooring - Composite PVC Sub Flooring	PVC composite sub flooring shall be installed above the aluminum sub floor.	
1	Set	Cabinets - Plywood - 1 Tone - Matte Gray (Standard)	Cabinets shall be constructed of ¾" plywood with a high-pressure plastic matte Gray laminate finish.	
1	Set	Windows - Life Defender - Fixed (Standard)	Austin Hardware Gen II Life Defender cabinets, with clear plexi and fixed sliding windows.	
1	Each	Seat - CPR		
1	Each	Countertops - Gray (Standard)	Solid Surface material counter tops at the action and telemetry areas. Gray in color.	
1	Each	Cabinet - Plywood - Over Rear Door	Cabinet located over the rear entry door, providing one storage section.	
1	Each	Cabinet - Plywood - Squad Bench Overhead	Cabinet located over the squad bench, divided into two separate storage sections.	
1	Each	Cabinet - Plywood - Glove Box	Cabinet located over the side entry door, providing storage for three glove boxes.	
1	Each	Cabinet Add On #1	Non Standard Additional Cabinet Add On	
Add 110V in overhead cabinet closest to curbside entry door				
1	Each	Cabinet Add On #2	Non Standard Additional Cabinet Add On	
Cabinet above pass thru				
1	Each	Cabinet Add On #3	Non Standard Additional Cabinet Add On	
cabinet below pass thru				
1	System	Insulation - Polyfiber (Standard)	The modular ambulance body shall be insulated with a non-flammable Polyfiber insulation.	
1	Each	Defibrillator Mount for Lifepak 12/15- Ferno	A Ferno Life Pack 12/15 monitor mount shall be supplied and installed at delivery. Customer location determined during the pre-build conference.	
1	Each	Heater - Aux 110 - 1500W	A 110v auxiliary heater shall be supplied and installed. Location shall be determined during the pre-build conference.	
Mounted above CPR seat				
6	Each	Emergency Release Latch	Curb and Rear entry doors shall come with upper and lower emergency release latches, in the event of failure to exit the module.	

## MODULAR INTERIOR DETAILS

Item XI. 8.

QTY	UOM	PRODUCT NAME	DESCRIPTION
1	Each	Suction - Rico - Action Area (Standard)	A RICO RS4X disposable aspirator will be installed in the action area and connected to the vacuum inlet by a quick connect coupler.
1	Each	Vacuum Pump	Electric vacuum pump installed in the L-2 exterior compartment, plumbed to the vacuum outlet on the rear action area wall.
3	Each	Seat Belt - 6 Point Harness	All seated positions shall have a 6 point safety harness seat belt system.
1	Each	Safety Net - Yellow Angled (Standard)	A yellow safety net shall be provided and installed at the head end of the squad bench.
2	Each	Grab Rail - Ceiling - 80" Yellow (Standard)	1.25" diameter x 80" yellow grab bars shall be provided and securely fastened to the ceiling over the primary cot and over the squad bench. *Exact location & quantity can be changed at pre-construction meeting*
3	Each	Grab Handle - 18" Yellow (Standard)	1.25" diameter x 18" yellow grab bars shall be provided at each entry door. *Exact location & quantity can be changed at pre-construction meeting*
3	Each	Grab Handle - Interior V Style - Yellow (Standard)	V-Style yellow grab handles shall be provided on the side and rear entry doors.
1	Each	Timer - 15 Minute Delay	A 15-minute mechanical timer shall be provided and installed at the head of squad bench adjacent to the side entry door. Timer to control the curb side dome lights.
1	Each	Clock - Digital - Intellitec (Standard)	A digital EMS clock shall be provided at the Action Area wall.
2	Set	IV Hanger - Ceiling Mount (Standard)	IV Hangers will be recessed in the ceiling over the head and foot end of the primary cot.
1	System	Upholstery - Vinyl - Gunmetal Gray (Standard)	Seamless vacuum formed vinyl material, gun metal gray, provided on the attendant seat, squad bench cushions and CPR cushions.
1	System	Cot Fastener - Floor Plate w Power Source - Stryker	A cot fastener Floor Plate with Power Source shall be center mounted on the floor of the module.
Customer supplied floor plate and power load			
1	System	Cot Fastener Mount - Center (Standard)	The cot fastener shall be center mounted in the patient module.
1	Set	Seat - Attendant Child 3 Point Safety - Gunmetal Gray w Swivel Base - Wise (Standard)	Attendant seat with child safety seat, 3 point harness and swivel base shall be located at the head end of the primary cot.
1	System	Riser - Stainless Steel - Interior	

## HVAC SYSTEM

QTY	UOM	PRODUCT NAME	DESCRIPTION
1	System	AC - 12 Volt - Ducted with Bottom Mount Condenser (Standard)	Hoseline brushless 12VDC HVAC system located on the front bulkhead and shall be ducted down the ceiling of the patient compartment.
1	Each	Exhaust Fan	The patient compartment shall be ventilated with fresh outside air via one (1) static intake vent and one (1) power exhaust vent.
2	Each	Cowl Vent	An aluminum cowl vent shall be provided on the exterior to cover the intake vent.
1	Each	Filter - Hepa	A hepa filter shall be installed in the HVAC intake.

WE LOOK FORWARD TO BUILDING THIS AMAZING VEHICLE FOR YOUR DEPARTMENT!



## Staff Report

**Subject:** Approval of Change Order #6 for Agreement 22-25-010 with McLendon Enterprises

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works/Roads

**Meeting Date:** March 21, 2023

**Item Description:** Change Order #6 for Agreement 22-25-010 with McLendon Enterprises, Inc.

**Summary Recommendation:** Staff recommends approval of Change Order #6 for Agreement 22-25-010 with McLendon Enterprises, Inc. for an increase of \$1,127,581.82 for asphalt leveling at the Sandhill Recreation Complex, and repaving and base repairs on Corinth Church Road.

### Executive Summary/Background:

- In August, Contract 22-25-010 was awarded to McLendon Enterprises, Inc. for LMIG 2022 and other road projects throughout the County in the amount of \$3,764,575.98.
- In September, the Board approved CO1 to McLendon for two other areas that need repair - Blue Jay and McCall Road Intersection, and Old Augusta Road at Estes Trucking. Change Order 2 was approved for various changes in October reflecting a deduction in the contract in the amount of **(-\$594,290.55)**. Change Order 3 was also approved for the removal of fly ash material and paving of the Clio-Kildare Fire Station in the amount of \$77,360.98. Change Order 4 reflected a deduction of **(-\$70,780.730)** on Old Tusculum Road for 2514' of paving due to that portion of the road being owned by GDOT, and an increase of \$33,343.64 for Sandhill Road to cover additional quantities needed for certain items. Overall, this change order had a total of **(-\$37,437.09)**. Change Order 5 was approved for a total of \$185,702.90 for paving at the Sandhill Recreation Complex, bringing the contract total to \$3,438,847.69.
- Change Order 6 has been submitted requesting an additional \$67,155.00 for the Sandhill Complex for asphalt leveling, and \$1,060,426.82 for repaving and base repairs for Corinth Church Road. This change order brings the contract total to \$4,566,429.51.

### Alternatives for Commission to Consider

1. Approval of Change Order #6 for Agreement 22-25-010 with McLendon Enterprises, Inc. for \$1,127,581.82 for asphalt leveling at the Sandhill Recreation Complex and repaving and base repairs at Corinth Church Road.
2. Take no action.

### Recommended Alternative: 1

#### Other Alternatives: 2

**Department Review:** Asst. County Manager, Purchasing

**Funding Source:** LMIG/TSPLOST/SPLOST

#### Attachments:

1. Change Order #6 and documentation

# Change Order # 6

Project: ITB 22-25-010 – 2022 LMIG

Contract Date: August 16, 2022

Change Order Effective Date: March 21, 2023

Change Order Issued to: McLendon Enterprises, Inc.  
2365 Aimwell Road  
Vidalia, GA 30474

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	Total
1	Paving at Sandhill Recreation Complex – Asphalt Leveling	\$67,155.00
2	Corinth Church Road Repaving	\$1,060,426.82
	<b>TOTAL</b>	

The original Contract Sum was.....\$ 3,764,575.98

Net change by previously authorized Change Orders.....( **-\$325,728.29**)

The Contract Sum prior to this Change Order was.....\$ 3,438,847.69

The Contract Sum will be increased by this Change Order.....\$ 1,127,581.82

The new Contract Sum including this Change Order will be.....**\$ 4,566,429.51**

Owner  
 Effingham County Board of Commissioners  
 804 S. Laurel Street  
 Springfield, GA 31329

Contractor  
McLendon Enterprises, Inc.  
2365 Aimwell Road  
Vidalia, GA 30474

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

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

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

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



2365 Aimwell Road  
Vidalia, GA 30474  
Phone: (912) 537-7887  
Fax: (912) 538-7967

February 28, 2023

Mr. Rip Graham  
Roberts Civil Engineering

RE: ITB 22-25-010-2022 Effingham County LMIG 2022  
Change order request 9\_Revised

Mr. Graham,

Attached is the information for change order request #9 for Sandhill Road Sports Complex Asphalt Leveling on the above referenced contract.

In summary:

We calculate that 407 tons of asphalt leveling will be required to bring the existing roadways to crown typical sections as per the typical sections in the plans. This leveling will be needed prior to the construction of the roundabout to set the edge grades of the roundabout. This quantity was reduced by using a 1% cross-slope on Sandhill Road.

*Sean M. Scott*

Sean M. Scott, P.E.  
Chief Engineer

Cc: Keith Clements, McLendon Enterprises, Inc.  
Kenny Allen, McLendon Enterprises, Inc.



Item XI. 9.

2365 Aimwell Road  
Vidalia, GA 30474  
Phone: (912) 537-7887  
Fax: (912) 538-7967

<b>To:</b>	Roberts Engineering Company	<b>Contact:</b>	R.M. "Rip" Graham
<b>Address:</b>	6001 Chatham Center Dr. Suite 150 Savannah, GA 31405	<b>Phone:</b>	
		<b>Fax:</b>	
<b>Project Name:</b>	Effingham 2022 LMIG (Paving At Rec. Dept Sandhill) COR9	<b>Bid Number:</b>	
<b>Project Location:</b>	Sandhill Recreation Department, Guyton, GA	<b>Bid Date:</b>	<del>2/15/2023</del> 2/28/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
	1	Asphalt Leveling	407 TONS	<del>465.000 TON</del>	\$165.00	<del>\$76,725.000</del>

Total Bid Price: \$67,155.00  
~~\$76,725.000~~

**Notes:**

- The above price does not include provisions for any permits
- Hazardous Materials encountered on Project will be handled seperately
- Erosion Control only included as specifically mentioned in proposal
- Payment terms are Net 30 Days from compeltion of work, unless otherwise stipulated
- Price based on request from Effingham County
- NO PRIME has been included
- Final Payment will be based on measured in place quantities.

<p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b></p> <p><b>McLendon Enterprises, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> _____</p>
--	--



2365 Aimwell Road  
Vidalia, GA 30474  
Phone: (912) 537-7887  
Fax: (912) 538-7967

Item XI. 9.

<b>To:</b>	Roberts Engineering Company	<b>Contact:</b>	R.M. "Rip" Graham
<b>Address:</b>	6001 Chatham Center Dr. Suite 150 Savannah, GA 31405	<b>Phone:</b>	
		<b>Fax:</b>	
<b>Project Name:</b>	Effingham 2022 LMIG Corinth Church CO	<b>Bid Number:</b>	
<b>Project Location:</b>	Corinth Church Road, Cloy, GA	<b>Bid Date:</b>	3/6/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Corinth Church Road</b>						
	1	Traffic and Safety Control	1.000	LS	\$35,832.00	\$35,832.000
	2	Mobilization and Demobilization	1.000	LS	\$2,400.00	\$2,400.000
	3	Asphalt 9.5 MM TP 2 Leveling Incl. Tack (165 LB/SY)	3,960.000	TON	\$106.72	\$422,611.200
	4	12.5 MM Paving @ 2 Inch Including Tack	5,279.000	TON	\$106.72	\$563,374.880
	5	Shoulder Grading	2.000	ACRE	\$13,544.38	\$27,088.760
	6	5" Solid Traffic Stripe - Yellow (High Build)	43,190.400	LF	\$0.21	\$9,069.980
	7	24" Stop Bar (High Build)	2.000	EACH	\$25.00	\$50.000
<b>Total Price for above Corinth Church Road Items:</b>						<b>\$1,060,426.820</b>

#### Notes:

- Performance and Payment Bonds are included
- The above price does not include provisions for any permits
- Hazardous Materials encountered on Project will be handled separately
- Erosion Control only included as specifically mentioned in proposal
- Payment terms are Net 30 Days from completion of work, unless otherwise stipulated
- Pricing is based on AC Index, (March 2023 @ 645.00 Index <http://www.dot.ga.gov/PS/Materials/AsphaltFuelIndex>) Price is subject to change based on increases in Liquid AC costs.
- Work as described in email dated 3/2/2023 from Rip Graham

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.  <b>Buyer:</b> _____  <b>Signature:</b> _____  <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>McLendon Enterprises, Inc.</b>  <b>Authorized Signature:</b> _____  <b>Estimator:</b> _____
---	---

## Staff Report

**Subject:** Approval of Change Order #3 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

**Author:** Alison Bruton, Purchasing Agent

**Department:** Public Works

**Meeting Date:** March 21, 2023

**Item Description:** Change Order #3 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads

**Summary Recommendation:** Staff recommends approval of Change Order #3 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads for an overall contract deduction of **(-\$2,867,052.94)**.

### Executive Summary/Background:

- The Board approved Contract 22-25-008-1 with Ranger Construction for the FDRE of Ash Roads.
  - Ranger's initial contract amount: \$7,732,970.55
  - Approved Change Order 1: \$1,150,877.04
  - Approved Change Order 2: \$208,050.64
  - Update total: \$9,091,898.23
- Change Order 3 represents a quantity reconciliation provided by Roberts Civil Engineering for the work that has been completed by Ranger Construction.
  - Change Order total: **(-\$2,867,052.94)**.
- The new contract total is \$6,224,845.29.

### Alternatives for Commission to Consider

1. Approval of Change Order #3 for Contract 22-25-008-1 to Ranger Construction for the FDRE of Ash Roads for a new contract total of \$6,224,845.29
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Purchasing, County Manager

**Funding Source:** TSPLOST

**Attachments:** Change Order Form with Documentation

# Change Order # 3

Project: 22-25-008-1 – FDRE of Ash Roads

Contract Date: June 21, 2022

Change Order Effective Date: March 21, 2023

Change Order Issued to: Ranger Construction Industries, Inc.  
1200 Elboc Way  
Winter Garden, FL 34787

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	Total
1	Overall Quantity Reconciliation	
	Archer Road	-\$147,962.97
	Corinth Church Road	-\$522,565.59
	Courthouse Road Extension	-\$100,255.26
	Mt. Pleasant Road	-\$259,123.12
	Old Augusta Road I	-\$99,572.37
	Old Dixie Road	-\$126,830.28
	Scuffletown Road	-\$346,187.30
2	Additional Corinth Church Road Reconciliation	-\$1,264,556.05
	<b>TOTAL</b>	

The original Contract Sum was.....\$ 7,732,970.55

Net change by previously authorized Change Orders.....\$ 1,358,927.68

The Contract Sum prior to this Change Order was.....\$ 9,091,898.23

The Contract Sum will be increased by this Change Order.....(-\$2,867,052.94)

The new Contract Sum including this Change Order will be.....\$ 6,224,845.29

Owner  
 Effingham County Board of Commissioners  
 804 S. Laurel Street  
 Springfield, GA 31329

Contractor  
 Ranger Construction Industries, Inc.  
 1200 Elboc Way  
 Winter Garden, FL 34787

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

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

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

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



**Effingham FDRE Project**  
**Ranger Construction Quantity Reconciliation**  
**Worksheet A Revised 3/7/23**

<b>Archer Road</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Actual Quantity</b>	<b>Quantity Variance</b>	<b>Unit Price</b>	<b>Cost Variance</b>
18" RCP Driveway Drain	LF	16.00	0.00	(16.00)	\$187.70	(\$3,003.20)
6" FDRE Treatment	SY	13,222.00	13,222.00	0.00	\$6.25	\$0.00
FDR Emulsion Mix #1	Gal	45,854.00	28,156.03	(17,697.97)	\$5.85	(\$103,533.12)
MC70 Primer w/ Sand	SY	13,222.00	13,222.00	0.00	\$1.25	\$0.00
Double Surface Treatment	SY	12,618.00	12,618.00	0.00	\$8.45	\$0.00
Turf Establishment	AC	1.50	0.00	(1.50)	\$6,500.00	(\$9,750.00)
Temporary Grassing	AC	1.50	0.00	(1.50)	\$2,500.00	(\$3,750.00)
Remove Unsuitable Subgrade	CY	23.00	0.00	(23.00)	\$49.95	(\$1,148.85)
Remove Fly Ash SubBase	CY	5.00	0.00	(5.00)	\$210.00	(\$1,050.00)
Imported Structural Fill	CY	23.00	0.00	(23.00)	\$38.60	(\$887.80)
Concrete Driveway	SY	184.00	0.00	(184.00)	\$135.00	(\$24,840.00)
<b>SubTotal</b>						<b>(\$147,962.97)</b>

<b>Corinth Church Road</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Actual Quantity</b>	<b>Quantity Variance</b>	<b>Unit Price</b>	<b>Cost Variance</b>
24" RCP Cross Drain	LF	528.00	36.00	(492.00)	\$209.00	(\$102,828.00)
18" RCP Driveway Drain	LF	656.00	0.00	(656.00)	\$167.00	(\$109,552.00)
6" FDRE Treatment	SY	50,910.00	50,910.00	0.00	\$6.25	\$0.00
FDR Emulsion Mix #2	Gal	192,134.00	153,416.10	(38,717.90)	\$6.15	(\$238,115.09)
MC70 Primer w/ Sand	SY	50,910.00	50,910.00	0.00	\$1.25	\$0.00
Cut New Ditch	CY	47.00	0.00	(47.00)	\$60.00	(\$2,820.00)
Deepen Existing Ditch	CY	52.00	0.00	(52.00)	\$60.00	(\$3,120.00)
Turf Establishment	AC	5.95	0.00	(5.95)	\$6,500.00	(\$38,675.00)
Temporary Grassing	AC	5.95	0.00	(5.95)	\$2,500.00	(\$14,875.00)

Remove Unsuitable Subgrade	CY	93.00	0.00	(93.00)	\$49.90	(\$4,640.70)
Remove Fly Ash SubBase	CY	20.00	0.00	(20.00)	\$210.00	(\$4,200.00)
Imported Structural Fill	CY	93.00	0.00	(93.00)	\$38.60	(\$3,589.80)
Concrete Driveway	SY	1.00	0.00	(1.00)	\$150.00	(\$150.00)
<b>Excludes Future CO Work</b>						
					<b>SubTotal</b>	<b>(\$522,565.59)</b>

<b>Courthouse Road Extension</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Actual Quantity</b>	<b>Quantity Variance</b>	<b>Unit Price</b>	<b>Cost Variance</b>
6" FDRE Treatment	SY	16,402.00	16,402.00	0.00	\$6.25	\$0.00
FDR Emulsion Mix #1	Gal	56,884.00	45,323.87	(11,560.13)	\$5.85	(\$67,626.76)
MC70 Primer w/ Sand	SY	16,402.00	16,402.00	0.00	\$1.25	\$0.00
Single Surface Treatment	SY	15,641.00	15,641.00	0.00	\$3.45	\$0.00
2" Asphalt Surface Course	Ton	1,720.00	1,703.04	(16.96)	\$200.00	(\$3,392.00)
Turf Establishment	AC	1.89	0.00	(1.89)	\$6,500.00	(\$12,285.00)
Temporary Grassing	AC	1.89	0.00	(1.89)	\$2,500.00	(\$4,725.00)
Remove Unsuitable Subgrade	CY	29.00	0.00	(29.00)	\$49.90	(\$1,447.10)
Remove Fly Ash SubBase	CY	6.00	0.00	(6.00)	\$210.00	(\$1,260.00)
Imported Structural Fill	CY	29.00	0.00	(29.00)	\$38.60	(\$1,119.40)
Concrete Driveway	SY	56.00	0.00	(56.00)	\$150.00	(\$8,400.00)
					<b>SubTotal</b>	<b>(\$100,255.26)</b>

<b>Mt. Pleasant Road</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Actual Quantity</b>	<b>Quantity Variance</b>	<b>Unit Price</b>	<b>Cost Variance</b>
18" RCP Driveway Drain	LF	780.00	0.00	(780.00)	\$168.00	(\$131,040.00)
6" FDRE Treatment	SY	20,921.00	20,921.00	0.00	\$6.25	\$0.00
FDR Emulsion Mix #1	Gal	72,555.00	55,953.27	(16,601.73)	\$5.85	(\$97,120.12)
MC70 Primer w/ Sand	SY	20,921.00	20,921.00	0.00	\$1.25	\$0.00
Double Surface Treatment	SY	19,941.00	19,941.00	0.00	\$8.45	\$0.00

Cut New Ditch	CY	48.00	0.00	(48.00)	\$60.00	(\$2,880.00)
Deepen Existing Ditch	CY	17.00	0.00	(17.00)	\$60.00	(\$1,020.00)
Turf Establishment	AC	2.43	0.00	(2.43)	\$6,500.00	(\$15,795.00)
Temporary Grassing	AC	2.43	0.00	(2.43)	\$2,500.00	(\$6,075.00)
Remove Unsuitable Subgrade	CY	38.00	0.00	(38.00)	\$49.90	(\$1,896.20)
Remove Fly Ash SubBase	CY	8.00	0.00	(8.00)	\$210.00	(\$1,680.00)
Imported Structural Fill	CY	38.00	0.00	(38.00)	\$38.60	(\$1,466.80)
Concrete Driveway	SY	1.00	0.00	(1.00)	\$150.00	(\$150.00)
<b>SubTotal</b>						<b>(\$259,123.12)</b>

Old Augusta Road I		Unit	Estimated Quantity	Actual Quantity	Quantity Variance	Unit Price	Cost Variance
24" RCP Cross Drain		LF	216.00	72.00	(144.00)	\$217.60	(\$31,334.40)
18" RCP Driveway Drain		LF	56.00	0.00	(56.00)	\$182.40	(\$10,214.40)
6" FDRE Treatment		SY	9,050.00	9,050.00	0.00	\$6.25	\$0.00
FDR Emulsion Mix #1		Gal	31,384.00	43,884.15	12,500.15	\$5.85	\$73,125.88
MC70 Primer w/ Sand		SY	9,050.00	9,050.00	0.00	\$1.25	\$0.00
Double Surface Treatment		SY	8,624.00	8,624.00	0.00	\$8.45	\$0.00
6" FDRE Treatment	CO2	SY	5,871.00	5,871.00	0.00	\$6.25	\$0.00
FDR Emulsion Mix #1	CO2	Gal	19,961.00	0.00	(19,961.00)	\$5.85	(\$116,771.85)
MC70 Primer w/ Sand	CO2	SY	5,871.00	5,871.00	0.00	\$1.25	\$0.00
Double Surface Treatment	CO2	SY	5,591.00	5,591.00	0.00	\$8.45	\$0.00
Cut New Ditch		CY	43.00	0.00	(43.00)	\$60.00	(\$2,580.00)
Turf Establishment		AC	1.06	0.00	(1.06)	\$6,500.00	(\$6,890.00)
Temporary Grassing		AC	1.06	0.00	(1.06)	\$2,500.00	(\$2,650.00)
Remove Unsuitable Subgrade		CY	16.00	0.00	(16.00)	\$49.90	(\$798.40)
Remove Fly Ash SubBase		CY	4.00	0.00	(4.00)	\$210.00	(\$840.00)
Imported Structural Fill		CY	16.00	0.00	(16.00)	\$38.70	(\$619.20)
<b>SubTotal</b>							<b>(\$99,572.37)</b>

Old Dixie Road		Unit	Estimated Quantity	Actual Quantity	Quantity Variance	Unit Price	Cost Variance
24" RCP Cross Drain		LF	288.00	0.00	(288.00)	\$210.90	(\$60,739.20)
18" RCP Driveway Drain		LF	168.00	0.00	(168.00)	\$182.50	(\$30,660.00)
6" FDRE Treatment		SY	17,022.00	17,022.00	0.00	\$6.25	\$0.00
FDR Emulsion Mix #1		Gal	59,033.00	64,685.58	5,652.58	\$5.85	\$33,067.59
MC70 Primer w/ Sand		SY	17,022.00	17,022.00	0.00	\$1.25	\$0.00
Double Surface Treatment		SY	16,350.00	16,350.00	0.00	\$8.45	\$0.00
6" FDRE Treatment	CO1	SY	8,533.00	8,533.00	0.00	\$6.25	\$0.00
FDR Emulsion Mix #1	CO1	Gal	29,012.20	0.00	(29,012.20)	\$5.85	(\$169,721.37)
MC70 Primer w/ Sand	CO1	SY	8,533.00	8,533.00	0.00	\$1.25	\$0.00
Double Surface Treatment	CO1	SY	8,533.00	8,533.00	0.00	\$8.45	\$0.00
Tree/ Stump Removal		EA	25.00	50.00	25.00	\$5,000.00	\$125,000.00
Cut New Ditch		CY	83.00	0.00	(83.00)	\$60.00	(\$4,980.00)
Deepen Existing Ditch		CY	33.00	0.00	(33.00)	\$60.00	(\$1,980.00)
Turf Establishment		AC	1.67	0.00	(1.67)	\$6,500.00	(\$10,855.00)
Remove Unsuitable Subgrade		CY	26.00	0.00	(26.00)	\$49.95	(\$1,298.70)
Remove Fly Ash SubBase		CY	6.00	0.00	(6.00)	\$210.00	(\$1,260.00)
Imported Structural Fill		CY	26.00	0.00	(26.00)	\$38.60	(\$1,003.60)
Concrete Driveway		SY	16.00	0.00	(16.00)	\$150.00	(\$2,400.00)
SubTotal							(\$126,830.28)

Scuffletown Road		Unit	Estimated Quantity	Actual Quantity	Quantity Variance	Unit Price	Cost Variance
18" RCP Driveway Drain		LF	688.00	0.00	(688.00)	\$171.60	(\$118,060.80)
6" FDRE Treatment		SY	11,478.00	5,236.00	(6,242.00)	\$6.25	(\$39,012.50)
FDR Emulsion Mix #1		Gal	39,805.00	16,262.35	(23,542.65)	\$5.85	(\$137,724.50)
MC70 Primer w/ Sand		SY	11,478.00	11,478.00	0.00	\$1.25	\$0.00
Double Surface Treatment		SY	10,950.00	10,950.00	0.00	\$8.45	\$0.00

Upper Road FDRE	CO1	SY	-6,242.00	-6,242.00	0.00	\$6.25	\$0.00
Upper Road Emulsion Mix #1	CO1	Gal	-21,222.80	-21,222.80	0.00	\$5.85	\$0.00
Upper Road Chip Seal	CO1	SY	-5,944.00	-5,944.00	0.00	\$8.45	\$0.00
Lower Road Paving 1.5"	CO1	Ton	378.00	1,014.56	636.56	\$200.00	\$127,312.00
Upper Road Paving 1.5"	CO1	Ton	490.00	0.00	(490.00)	\$200.00	(\$98,000.00)
Cut New Ditch		CY	244.00	0.00	(244.00)	\$60.00	(\$14,640.00)
Deepen Existing Ditch		CY	13.00	0.00	(13.00)	\$60.00	(\$780.00)
Turf Establishment		AC	1.31	0.00	(1.31)	\$18,650.00	(\$24,431.50)
Temporary Grassing		AC	1.31	0.00	(1.31)	\$2,500.00	(\$3,275.00)
Remove Unsuitable Subgrade		CY	20.00	0.00	(20.00)	\$49.90	(\$998.00)
Remove Fly Ash SubBase		CY	4.00	0.00	(4.00)	\$210.00	(\$840.00)
Imported Structural Fill		CY	20.00	0.00	(20.00)	\$38.60	(\$772.00)
Concrete Driveway		SY	259.00	0.00	(259.00)	\$135.00	(\$34,965.00)

**SubTotal (\$346,187.30)**

**Project Total (\$1,602,496.89)**

**Effingham FDRE Project**  
**Ranger Construction Quantity Reconciliation**  
**Worksheet B Revised 3/9/23**

<b>Corinth Church Road</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Actual Quantity</b>	<b>Quantity Variance</b>	<b>Unit Price</b>	<b>Cost Variance</b>
Delete Single Surface Treatment	SY	48,509.00	0.00	(48,509.00)	\$3.45	(\$167,356.05)
Delete 2" Asphalt Pavement	Ton	5,336.00	0.00	(5,336.00)	\$200.00	(\$1,067,200.00)
Delete Asphalt Paving Mobilization	LS	1.00	0.00	(1.00)	\$30,000.00	(\$30,000.00)
<b>SubTotal</b>						<b>(\$1,264,556.05)</b>
<b>Project Total</b>						<b>(\$1,264,556.05)</b>

## Staff Report

**Subject:** Office of Representative Earl 'Buddy' Carter Community Project Funding Request

**Author:** Jody Jones, Grants Coordinator presented by Mark W. Barnes

**Department:** Finance Department

**Meeting Date:** 3/21/23

**Item Description:** Consideration to submit two Community Project Funding Request forms to the Office of Representative Earl 'Buddy' Carter.

### Summary Recommendation:

Staff is requesting approval to submit two Community Project Funding Request forms to the Office of Representative Earl 'Buddy' Carter.

### Executive Summary:

The House Committee on Appropriations is accepting Community Project Funding (CPF) requests from Members of the U.S. House of Representatives for Fiscal Year 2024. This is in addition to the standard programmatic and language-based requests. Only state and local government entities, public institutions, and certain non-profit entities are eligible to submit and receive funding through CPF.

The Committee will only consider projects with demonstrated merit and community support in the form of letters from local elected officials; press articles highlighting need; support from newspaper editorial boards; mentions on State intended use plans, community development plans, or other publicly available planning documents; resolutions passed by city councils or boards; etc.

If awarded, any funding will be used for the construction of the new Sanitary Force Main and for the Blue Jay Road and SR 17 Sewer Extension Project (sometimes called Blue Jay Road Loop B Extension).

### Background:

1. The total requested amount will be \$11,134,000.00.
2. The award is competitive.
3. No cost share requirement.
4. Request deadline is March 23, 2023.

### Alternatives for Commission to Consider:

1. Approve the submittal two CPF Requests to the Office of Representative Earl 'Buddy' Carter.



2. Do not approve the submittal of two CPF Requests to the Office of Representative Earl 'Buddy' Carter.
3. Provide Staff with Direction

**Recommended Alternative:**

Staff recommends Alternative number 1 – Approve the submittal of two CPF Requests to the Office of Representative Earl 'Buddy' Carter.

**Other Alternatives:**

N/A

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

Finance

**Funding Source:**

No cost share requirement.

**Attachments:**

CPF Request Requirements

## Community Project Funding Requirements:

The House Committee on Appropriations is accepting Community Project Funding (CPF) requests from Members of the U.S. House of Representatives for Fiscal Year 2024. This is in addition to the standard programmatic and language-based requests. Each Member is limited to no more than 15 Community Project Funding requests across all subcommittees for FY2024. The funding process will be highly selective and there is no guarantee that any of the requested projects will be funded.

The FY2024 CPF process has a limited scope with combined earmarks capped at 0.5% of all discretionary spending, must have a federal nexus tied to a federal authorization law, must follow good stewardship requirements (like cost-share or audit requirements), and eligible accounts are restricted to those listed in the table below.

Further, each Subcommittee has released specific guidelines for projects under its jurisdiction. Specific Subcommittee guidance can be found [HERE](#).

### Please note:

- Rep. Carter **CANNOT** accept CPF requests for projects outside of Georgia.
- All projects must meet relevant statutory and administrative criteria for funding through the grant program under which it is submitted.
- A request submitted to Rep. Carter does **NOT** guarantee the project will be selected, and the selection of a project for formal submission does **NOT** guarantee it will be funded by the Appropriations Committee.
- The Committee will **NOT** provide cost-share waivers and grantees are legally responsible for meeting the non-federal cost share requirements and all other applicable grant criteria.

**The posted deadline for submitting project requests to Rep. Carter is close of business on **March 23, 2023**.**

### Eligible Entities & Projects

Only state and local government entities, public institutions, and certain non-profit entities are eligible to submit and receive funding through CPF. Funding cannot be directed to for-profit entities and will not include waivers for State or local match requirements. While matching funds do not have to be in-hand prior to the request, requesting entities must have a plan to meet such requirements for the project to be viable. Additionally, each submission must be for FY2024 only and cannot include multi-year funding requests.

The Committee will only consider projects with demonstrated merit and community support in the form of letters from local elected officials; press articles highlighting need; support from newspaper editorial boards; mentions on State intended use plans, community development plans, or other publicly available planning documents; resolutions passed by city councils or boards; etc.

### Eligible Accounts by Subcommittee

[Descriptions of eligible accounts can be found here.](#)

### Agriculture, Rural Development, Food and Drug Administration, and Related Agencies

- **Department of Agriculture–Farm Production and Conservation Programs**
  - Natural Resources Conservation Service (Conservation Operations)
- **Department of Agriculture–Research, Education, and Economics**

- Agricultural Research Service (Buildings and Facilities)
- **Department of Agriculture–Rural Development**
  - Rural Housing Service (Community Facilities)
  - Rural Utilities Service (ReConnect Program)
  - Rural Utilities Service (Distance Learning and Telemedicine Grants)
  - Rural Utilities Service (Rural Water and Waste Disposal Grants)

### **Commerce, Justice, Science, and Related Agencies**

- **Department of Commerce**
  - NIST—Scientific and Technical Research
  - NOAA—Coastal Zone Management
- **Department of Justice**
  - COPS Technology and Equipment
  - Byrne Justice
- **National Aeronautics and Space Administration**
  - Safety, Security, and Mission Services

### **Energy and Water Development**

- **Army Corps of Engineers (Civil Works)**
  - Investigations
  - Construction
  - Mississippi River and Tributaries
  - Operation and Maintenance
- **Department of the Interior/Bureau of Reclamation**
  - Water and Related Resources

### **Homeland Security**

- **Federal Emergency Management Agency**
  - Federal Assistance—Emergency Ops. Centers
  - Federal Assistance—Pre-Disaster Mitigation

### **Interior, Environment, and Related Agencies**

- **Environmental Protection Agency**
  - STAG—Clean Water State Revolving Fund
  - STAG—Drinking Water State Revolving Fund

### **Military Construction, Veterans Affairs, and Related Agencies**

- Army
- Army National Guard
- Army Reserve
- Navy & Marine Corps
- Navy Reserve
- Air Force and Space Force
- Air National Guard
- Air Force Reserve
- DoD, Defense-Wide

### **Transportation, and Housing and Urban Development, and Related Agencies**

- **Department of Housing and Urban Development**
  - CDBG – Economic Development Initiatives
- **Department of Transportation**

- Airport Improvement Program
- Highway Infrastructure Projects
- Transit Infrastructure Projects
- Consolidated Rail Infrastructure and Safety Improvements
- Port Infrastructure Development Program

## Staff Report

**Subject:** Resolution to approve the anticipated MOU for the New Opioid Settlements and participation in these settlements

**Author:** Mark W. Barnes, Finance Director

**Department:** Finance Department

**Meeting Date:** 3/21/23

**Item Description:** Consideration to approve the resolution to approve the anticipated New Opioid Settlements MOU and agree to participate in these settlements

### Summary Recommendation:

Staff is recommending approval of the resolution to accept the anticipated New Opioid Settlements MOU and participation in these settlements.

### Executive Summary:

Five new national opioid settlements have been reached with Defendants Teva, Allergan, CVS, Walgreens, and Wal-Mart. These New Opioid Settlements have overwhelming support nationwide and within the State of Georgia, including from Attorney General Chris Carr and attorneys representing other Georgia subdivisions. Blasingame, Burch, Garrard & Ashley, P.C. (BBGA), anticipate that the terms of the anticipated MOU will be materially identical to the previous opioid settlements that the County has participated in.

No MOU for the New Opioid Settlements has yet been finalized but with the participation deadline of April 18, 2023 approaching, BBGA strongly recommends that all Georgia subdivisions that wish to participate approve to do so as soon as possible.

### Background:

1. The County has previously participated in the Janssen Settlement and National Distributor Settlement, both settlements stemming from the opioid crisis.
2. The attached resolution and participation forms were drafted by BBGA for Georgia subdivisions to enact in order to participate in the New Opioid Settlements.

### Alternatives for Commission to Consider:

1. Approve the resolution to approve the anticipated New Opioid Settlements MOU and agree to participate in these settlements.
2. Do not approve the resolution to approve the anticipated New Opioid Settlements MOU and agree to participate in these settlements.
3. Provide staff with direction.

### Recommended Alternative:

Staff recommends Alternative number 1 – Approve the resolution to approve the anticipated New Opioid Settlements MOU and agree to participate in these settlements.

**Other Alternatives:**

N/A

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

Finance, County Attorney

**Funding Source:**

None

**Attachments:**

Letter from BBGA

Resolution to participate in the New Opioid Settlements and accept the anticipated MOU

Participation forms for the New Opioid Settlements

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF \_\_\_EFFINGHAM\_\_\_ COUNTY, GEORGIA (“COUNTY”) AGREEING TO PARTICIPATE IN THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENTS AND AGREEING TO BE BOUND BY AN ANTICIPATED MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND GEORGIA SUBDIVISIONS REGARDING THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENTS.**

WHEREAS, the County initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, Defendants Teva, Allergan, CVS, Walgreens, and Walmart have reached national settlement frameworks (collectively referred to as the “New Opioid Settlements”) with certain states, including the State of Georgia, and certain subdivisions, and Georgia subdivisions now have the option to join;

WHEREAS, the State of Georgia and certain Georgia subdivisions anticipate reaching a Memorandum of Understanding regarding the New Opioid Settlements, the purpose of which is to maximize funds available under the New Opioid Settlements and control how funds from the New Opioid Settlements are allocated between the State of Georgia and Georgia subdivisions, and the form of which is expected to be identical in all material respects to the “State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements” previously agreed to by the County; and

WHEREAS, the County desires to participate in the New Opioid Settlements and intends to agree to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE \_\_\_EFFINGHAM\_\_\_ COUNTY BOARD OF COMMISSIONERS, AS FOLLOWS:

Section 1. The County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the New Opioid Settlements.

Section 2. The County Board of Commissioners, as the governing body of the County, hereby agrees to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 3. The County Board of Commissioners hereby appoints \_\_\_WESLEY CORBITT\_\_\_



as the duly-appointed representative of the County for the purposes of participating in the New Opioid Settlements and agreeing to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 4. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the County Board of Commissioners directs the duly-appointed representative of the County to execute any document necessary to demonstrate the County's agreement to be bound by the Memorandum of Understanding.

Section 5. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the County Board of Commissioners directs the duly-appointed representative of the County to execute the requisite Participation Forms for the New Opioid Settlements, which can be executed via DocuSign (the preferred method). For illustrative purposes, blank versions of the Participation Forms for the New Opioid Settlements are attached hereto as **Exhibit 1**.

Section 6. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the \_\_\_\_\_EFFINGHAM\_\_\_\_\_ County Board of Commissioners, held on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Chairman, Board of Commissioners

ATTEST:

\_\_\_\_\_  
County\_\_\_\_\_





BLASINGAME ▸ BURCH ▸ GARRARD & ASHLEY, P.C.

ATTORNEYS AT LAW

**Andrew J. Hill III**

**Email address:** [ahill@bbga.com](mailto:ahill@bbga.com)

March 2, 2023

**Via Email**

**Re: *In Re: National Prescription Opiate Litigation*, MDL 2804**

Dear Client:

We are writing to you regarding the five new national opioid settlements that have been reached with Defendants Teva, Allergan, CVS, Walgreens, and Wal-Mart (collectively the “New Opioid Settlements”). The settlement agreements for the New Opioid Settlements, which are attached to this letter for your review, total approximately \$20 billion.

On February 1, 2023, you should have received a DocuSign email titled “Action Required: Teva, Allergan, CVS, Walgreens, Walmart National Opioid Settlements” from Rubris, the Opioids Implementation Administrator, with Participation Forms to participate in the New Opioid Settlements. The DocuSign email was sent from [dse\\_NA3@docusign.net](mailto:dse_NA3@docusign.net). Rubris also sends emails directly from [opioidsparticipation@rubris.com](mailto:opioidsparticipation@rubris.com). Attached to this letter are examples of the Participation Forms that Rubris sent. The Participation Forms for the New Opioid Settlements are substantially similar to the Participation Forms your subdivision signed to participate in the National Distributor and Janssen Settlements (your subdivision recently received payments from the National Distributor and Janssen Settlements).

For the same reasons we recommended your subdivision participate in the National Distributor and Janssen Settlements, we recommend your subdivision participate in the New Opioid Settlements. The New Opioid Settlements have overwhelming support nationwide and within the State of Georgia, including from Attorney General Chris Carr and attorneys representing other Georgia subdivisions. Further, participating in the New Opioid Settlements is the best way to ensure your subdivision receives a recovery from the settling Defendants (there is the risk of state legislated litigation bars and/or defendant bankruptcies), maximizes its recovery from the settling Defendants, receives payments and resources sooner rather than later, and is not on the outside looking in.

ATHENS GREENSBORO ATLANTA BIRMINGHAM

PLEASE REPLY TO: Post Office Box 832 | Athens, GA 30603 | 440 College Avenue | Suite 320 | Athens, GA 30601  
Phone 706.354.4000 | Fax 706.353.0673

**We also recommend that you wait to sign the Participation Forms for the New Opioid Settlements.** We (along with counsel for other Georgia subdivisions) are advising our clients to wait to sign the Participation Forms because we are still in the process of reaching a Memorandum of Understanding (“MOU”) with the State of Georgia regarding the New Opioid Settlements. As was the case with the National Distributor and Janssen Settlements, the purpose of having a MOU in place for the New Opioid Settlements is to maximize the funds available under the settlements and to control how funds from the settlements are allocated between the State of Georgia and Georgia’s subdivisions.

We anticipate that the terms of the MOU for the New Opioid Settlements will be identical in all material respects to the MOU the State of Georgia and Georgia’s subdivisions entered for the National Distributor and Janssen Settlements. Namely, we anticipate that the MOU for the New Opioid Settlements will contain the same allocation percentages:

- The State of Georgia receives 75% of the settlement funds
  - The State of Georgia must expend at least 40% of its share of the settlement funds on a regional basis, which inures to the benefit of all Georgians
- Participating Georgia subdivisions receive 25% of the settlement funds
  - If a participating county has a litigating sheriff, the county must allocate at least 9.45% of its settlement funds to the sheriff
  - If a participating county has a litigating hospital, the county must allocate at least 2% of its settlement funds to the hospital
  - If a participating county has a litigating school district, the county must allocate at least 1% of its settlement funds to the school district

A copy of the MOU for the National Distributor and Janssen Settlements is attached for your review. Your subdivision executed Exhibit 1 to the MOU, the Acknowledgement and Agreement To Be Bound By Memorandum of Understanding, alongside the National Distributor and Janssen Participation Forms, when it joined the National Distributor and Janssen Settlements in 2021.

**Although the MOU for the New Opioid Settlements has not been finalized yet, the deadline to participate in the New Opioid Settlements – April 18, 2023 – is fast approaching. Accordingly, we strongly recommend that your subdivision approve the (anticipated) MOU and agree to participate in the New Opioid Settlements at your next Board of Commissioners or City Council Meeting.** We also suggest that you appoint an individual – preferably the individual who received the DocuSign email from Rubris with the Participation Forms – as the individual authorized to execute the (anticipated) MOU acknowledgment and complete the Participation Forms for the New Opioid Settlements. This will ensure that the necessary documents can be executed quickly once the MOU is finalized.

**By March 10, 2023, please send an email to Julie Boyer at [jboyer@bbga.com](mailto:jboyer@bbga.com) with the date of the meeting where your subdivision plans to discuss approving the (anticipated) MOU and participating in the New Opioid Settlements.** After that meeting, please email Ms. Boyer the name and contact information of the individual your subdivision has appointed to execute

**the (anticipated) MOU acknowledgment and complete the Participation Forms for the New Opioid Settlements.**

If you have any questions, please do not hesitate to contact us.

Sincerely,

*/s/ Andrew J. Hill III*

Andrew J. Hill III

## EXHIBIT 1

---

### Participation Forms for the New Opioid Settlements

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes      ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

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

**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.

8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

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

**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes      ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

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

**EXHIBIT K****Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes      ☐ No

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

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

**EXHIBIT K****Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes      ☐ No

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

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

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