



(TENTATIVE) BOARD OF COMMISSIONERS REGULAR MEETING AGENDA  
**Effingham** County  
*Georgia*  
Board of Commissioners

**April 18, 2023 – 5:00 PM**

Effingham County Administrative Complex  
Meeting Chambers

804 South Laurel Street, Springfield GA 31329

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

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

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

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### **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 April 4, 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. **[2023-187 Agreement]**

Consideration to approve Amendment #1 of the Association of County Commissioners of Georgia (ACCG) Adoption Agreement

2. **[2023-188] Agreement**

Consideration to approve Year 3 of the Agreement with Pictometry International Corp for the Tax Assessor's Office

3. **[2023-189 Agreement]**

Consideration to approve to renew the Lease Agreement for the radio communications tower with State Properties Commission (Georgia Forestry Commission)

4. **[2023-190 Agreement]**

Consideration to renew the Georgia Probation Case Management System Agreement between Effingham County Probation Department and the Judicial Alternatives of Georgia, Inc. (JAG)

5. **[2023-191 Grant Award]**

Consideration to approve to accept a Grant Award from Petco Love Animal Welfare Grant Program

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

1. **[2023-162 Ordinance]**

Consideration to approve the Second Reading to amend Part II, Chapter 34 – Flood Damage Prevention, Section 34.5. Definitions; Section 34.7 Basis for area of special flood hazard; Section 34.82 Specific Standards; and Section 34.86 Standards for Subdivision (*1st reading approved 04/04/2023*)

2. **[2023-179 Second Reading]**

Consideration to approve the Second Reading of an application by TK Electric, LLC to rezone 6.2 acres located at 763 US Highway 80 from AR-1 to B-3, to allow for commercial development **Map# 302 Parcel# 105** in the **First District** (*postponed 04/04/2023*)

3. **[2023-180 Sketch Plan]** *Katie Dunnigan*

The Planning Board recommends denying an application by **TK Electric, LLC** for a **sketch plan** for TK Electric, LLC. located at 763 US Highway 80, zoned **AR-1** proposed zoning **B-3. Map# 302 Parcel# 105**, in the First District (*postponed 04/04/2023*)

**XI. New Business**

1. **[2023-192 Agreement]** *Alison Bruton*

Consideration to approve to renew the ESRI Small Government Enterprise Agreement annual subscription for a total of 3 years

2. **[2023-193 Proposal]** *Alison Bruton*

Consideration to approve to renew a Proposal from Spatial Engineering, Inc. for RightSpot GIS services

3. **[2023-194 Agreement]** *Alison Bruton*

Consideration to approve a Software Services Agreement between Effingham County Tax Assessor's Office and The Exemption Project, Inc (TrueRoll)

4. **[2023-195 Agreement]** *Alison Bruton*

Consideration to approve a Professional Services Agreement with Schneider Geospatial, LLC for a qPublic.net Add-On for the Tax Assessor's Office

5. **[2023-196 Contract]** *Alison Bruton*

Consideration to approve Contract 23-ITB-023 with Legacy Water Group, LLC for the Blue Jay Road Water Line Extension Loop B Construction

6. **[2023-197 Change Order]** *Alison Bruton*

Consideration to approve Change Order #1 to Pond & Company for Baker Park Improvements - Task Order 23-REQ-002

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

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

**XIV. Executive Session Minutes** - Consideration to approve the April 4, 2023 executive session minutes

**XV. Adjournment**

## **Staff Report**

**Subject:** ACCG Adoption Agreement Amendment #1

**Author:** Sarah Mausolf, Director

**Department:** Human Resources and Risk Management

**Meeting Date:** April 18, 2023

**Item Description:** Request to approve ACCG Adoption Agreement Amendment #1

### **Summary Recommendation**

Staff recommends approving the ACCG Adoption Agreement Amendment #1.

### **Background**

The Board approved a contract amendment for the County Manager at the January 3, 2023 BOC Meeting effective November 1, 2022. Per the new contract, Section 3-F, the County Manager is considered fully vested.

### **Alternatives**

1. Recommend approval of ACCG Adoption Agreement Amendment #1
2. Disapprove and provide staff with guidance on how to proceed.

**Other Alternatives:** None

**Department Review:** County Manager and Human Resources.

**Funding Source:** No impact.

**Attachment:** ACCG Adoption Agreement Amendment #1



**ADOPTION AGREEMENT AMENDMENT #1  
ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA  
401(a) DEFINED CONTRIBUTION PLAN  
FOR EFFINGHAM COUNTY EMPLOYEES**

**WHEREAS**, Effingham County, Georgia (the "Employer") established the ACCG 401(a) Defined Contribution Plan for Effingham County Employees (the "Plan") through an Adoption Agreement that was originally effective as of December 1, 2000, and was most recently amended and restated effective as of January 1, 2022;

**WHEREAS**, Section 13.01 of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement; and

**WHEREAS**, the Employer desires to amend the Adoption Agreement to fully vest the current County Manager as of January 1, 2023.

**NOW THEREFORE**, at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2023, the Effingham County Board of Commissioners hereby resolves as follows:

**RESOLVED**, that the Effingham County Board of Commissioners hereby approves the attached Adoption Agreement Amendment #1.

**FURTHER RESOLVED** that the Commission Chair is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

**FURTHER RESOLVED** that any resolution in conflict with this resolution is hereby repealed.

This \_\_\_\_ day of \_\_\_\_\_, 2023.

**EFFINGHAM COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Chair, Effingham County Board of Commissioners

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

Attest:

By: \_\_\_\_\_  
County Clerk

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

# ADOPTION AGREEMENT AMENDMENT #1 ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA 401(a) DEFINED CONTRIBUTION PLAN FOR EFFINGHAM COUNTY EMPLOYEES

**WHEREAS**, Effingham County, Georgia (the "Employer") established the ACCG 401(a) Defined Contribution Plan for Effingham County Employees (the "Plan") through an Adoption Agreement that was first effective as of December 1, 2000, and was most recently amended and restated effective as of January 1, 2022.

**WHEREAS**, Section 13.01 of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement; and

**WHEREAS**, the Employer desires to amend the Adoption Agreement to fully vest the current County Manager as of January 1, 2023.

**NOW, THEREFORE**, the Adoption Agreement is hereby amended effective as of January 1, 2023, as follows:

1.

Section 6.02 of the Additional Provisions Addendum, Vesting Schedule, shall be restated as follows effective as of January 1, 2023:

## 6.02 VESTING SCHEDULE

Additional rows may be added to any option to the extent permissible under the Plan document. Any cliff vesting schedule must be at least as favorable as 15-year cliff (20-year cliff for a class in which substantially all of the participants are qualified public safety employees as defined in Internal Revenue Code Section 72(t)(10)(B)). Any graded vesting schedule must be at least as favorable as 5-20 year graded.

### Vesting for Employer Basic Contribution

This Vesting Schedule for Basic Contributions Additional Provisions Addendum applies to: **the Participant who holds the position of County Manager as of January 1, 2023.** (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

☒ 100% Vesting immediately upon Entry Date

<input type="checkbox"/>	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	Less than ____ ( ) years	0 %
	____ ( ) years or more	100 %
<input type="checkbox"/>	<u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years	____ %
	____ years	____ %

\_\_\_\_ years or more

\_\_\_\_%

**Vesting for Employer Discretionary Contribution**

This Vesting Schedule for Employer Discretionary Contributions Additional Provisions Addendum applies to: \_\_\_\_  
 \_\_\_\_ (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[--] 100% Vesting immediately upon Entry Date

[--] <u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
---	----------------------------------

____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years or more	____%

Less than \_\_\_\_ ( ) years 0 %

\_\_\_\_ ( ) years or more 100 %

**Vesting for Employer Matching Contribution**

This Vesting Schedule for Employer Matching Contributions Additional Provisions Addendum applies to: **the Participant who holds the position of County Manager as of January 1, 2023.** (Employees may not be included or excluded by name, but only by employee classification (which may be modified to include specific dates) or job title, and only if the employee classification or job title satisfies the definitely determinable requirement under Treasury regulation 1.401-1(a)(2).

[X] 100% Vesting immediately upon Entry Date

[--] <u>Full Years of Service With the Employer</u>	<u>Percent Vested in Account</u>
---	----------------------------------

____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years	____%
____ years or more	____%

Less than \_\_\_\_ ( ) years 0 %

\_\_\_\_ ( ) years or more 100 %

Affected  
Employees:County Manager in  
Office as of January 1,  
2023Employees  
Affected:

Amendment Effective Date:

January 1, 2023

**IN WITNESS WHEREOF**, the Employer has caused its duly authorized officer to execute this Amendment on the date noted below.

**EFFINGHAM COUNTY, GEORGIA**

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

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

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

## Staff Report

**Subject:** Pictometry/Eagle View Change finder & Pool finder

**Author:** Jennifer Keyes

**Department:** Tax Assessor

**Meeting Date:** April 18, 2023

**Item Description:** Change Finder and Pool Finder, an addition to flight contract

### **Summary Recommendation:**

Chief Appraiser is recommending approval of Year 3 payment for the Change finder and Pool finder.

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

- 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.
- The total cost is \$15,074.76 broken into three annual payments of \$5,024.92. Staff is requesting approval of Year 3.

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

1. Approval of Year 3 of the Agreement with Pictometry International Corp. for the Change Finder/Pool Finder program
2. Take no action.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Tax Assessor, Finance, Board of Commissioners

### **Funding Source:**

Tax Assessor Budget line Computer Maintenance Agreement GL Code 100-1550-012-52-2208

### **Attachments:**

Contract

**AGREEMENT BETWEEN  
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND  
EFFINGHAM COUNTY, GA ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions; Section A: Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS
901 North Pine St Suite 106
Springfield, GA 31329
Attn: Jennifer Keyes, Deputy Chief Appraiser
Phone: (912) 754-2125      Fax: (912) 754-9506

PICTOMETRY NOTICE ADDRESS
25 Methodist Hill Drive
Rochester, New York 14623
Attn: General Counsel
Phone: (585) 486-0093      Fax: (585) 486-0098

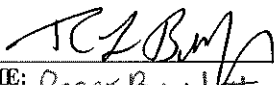

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

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

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**PARTIES:**

CUSTOMER	PICTOMETRY
EFFINGHAM COUNTY, GA	PICTOMETRY INTERNATIONAL CORP.
	a Delaware corporation
SIGNATURE:	SIGNATURE:
	
NAME: Roger Burdette	NAME: Brian Brockmann
TITLE: Vice Chairman, E.C.B.O.C.	TITLE: Corporate Vice President
DATE: June 15, 2021	EXECUTION DATE: 6/21/2021
	DATE OF RECEIPT (EFFECTIVE DATE): 6/21/2021

## SECTION A

## PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, New York 14623

ORDER #

C15300162

## BILL TO

Effingham County, GA  
R.C. Barenchik, GIS Manager  
901 North Pine Street  
Springfield, GA 31329-0307  
(912) 754-8050 ; 4502  
rcbarenchik@effinghamcounty.org

## SHIP TO

Effingham County, GA  
R.C. Barenchik, GIS Manager  
901 North Pine Street  
Springfield, GA 31329-0307  
(912) 754-8050 ; 4502  
rcbarenchik@effinghamcounty.org

## CUSTOMER ID

A116961

## SALES REP

KLamo

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT <sup>1</sup>
28,724	ChangeFinder - Change Detection; Digital Parcel File Provided	<p>Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance.</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:  <i>Data Source – Base:</i>  Pictometry Outlines  <i>Data Source Year – Base:</i>  2018  <i>Data Source – Comparison:</i>  Pictometry Imagery  <i>Data Source Year – Comparison:</i>  2021  <i>Deck Identification:</i>  Included in Building Outlines  <i>Regional Status Report Requested:</i></p> <p><i>Modified Technical Specifications:</i></p> <p><i>Parameter Changes</i>  Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).</p>	\$ 0.41		\$ 11,776.84
28,724	ChangeFinder - PoolFinder Service	The locations of swimming pools are identified and categorized as "in-ground", "above-ground" or "undetermined." Pictometry delivers digital point locations of visible pools and their attributes in shapefile and geodatabase formats. This product is available only in combination with a Change Detection or Change Detection	\$ 0.08		\$ 2,297.92



		<p>and Building Outline product. Final invoiced quantity is the same as for the Change Detection product.</p> <p>Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use</p> <p>Product Parameters:</p> <p><i>Data Source – Base:</i> Pictometry Outlines <i>Data Source Year – Base:</i> 2018 <i>Data Source – Comparison:</i> Pictometry Imagery <i>Data Source Year – Comparison:</i> 2021 <i>Deck Identification:</i> Included in Building Outlines <i>Regional Status Report Requested:</i></p> <p><i>Modified Technical Specifications:</i></p> <p><i>Parameter Changes</i> Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).</p>			
I	ChangeFinder - Project Fee	<p>This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order.</p> <p>Applicable Terms and Conditions: Order Form</p>	\$ 1,000.00		\$ 1,000.00
SUBTOTAL					\$15,074.76

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	\$ 15,074.76
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<sup>1</sup>Amount per product = ((1-Discout %) \* Qty \* List Price)

## FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Delivery at the end of first year	\$5,024.92
Due at Delivery at the end of second year	\$5,024.92
Due at Delivery at the end of third year	\$5,024.92
<b>Total Payments</b>	<b>\$15,074.76</b>

## SECTION B

## LICENSE TERMS

### PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

#### 1. DEFINITIONS

- 1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

#### 2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
  - (a) install the Delivered Content on Authorized Systems;
  - (b) permit access and use of the Delivered Content through Authorized Systems by:
    - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
    - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
    - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

#### 3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

#### 4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

#### 5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry’s Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

## 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

## 7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

**SECTION C****NON-STANDARD TERMS AND CONDITIONS**

1. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Georgia, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Georgia in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

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[END OF NON-STANDARD TERMS AND CONDITIONS]

## Staff Report

**Subject:** Tower Space for the GA Forestry Commission

**Author:** Alison Bruton, Purchasing Agent & Clint Hodges, Fire Chief / EEMA Director

**Department:**

**Meeting Date:** April 18, 2023

**Item Description:** Renewal of Lease Agreement for the Radio Communications Tower with State Properties Commission (Georgia Forestry Commission)

**Summary Recommendation:** Staff recommends renewal of the Lease Agreement for the Radio Communications Tower with State Properties Commission (Georgia Forestry Commission)

### Executive Summary/Background:

- This Lease Agreement is for tower space located at 240 Public Safety Boulevard in Guyton to allow the State Properties Commission/Georgia Forestry Commission to place radio equipment.
- The term of this agreement is July 1, 2021 through June 30, 2022 at the rate of \$1.00 per year. There is an option to renew for five (5) additional periods of one (1) year each.
- The Lease Agreement has been reviewed and approved to form by the County Attorney.

### Alternatives for Commission to Consider

1. Renewal of the Lease Agreement for the Radio Communications Tower located at 240 Public Safety Boulevard in Guyton with the State Properties Commission (Georgia Forestry Commission)
2. Take no action.

### Recommended Alternative: 1

### Other Alternatives: 2

**Department Review:** Purchasing / EEMA

### Funding Source:

The cost incurred by the County is for standard utility power, upkeep of the tower and upkeep of the back-up generator.

### Attachments:

1. Radio Communications Tower Lease Agreement

STATE OF GEORGIA  
COUNTY OF FULTON

Lease # 7497

**RADIO COMMUNICATIONS TOWER  
LEASE AGREEMENT**

This **LEASE AGREEMENT** (hereinafter "Agreement") is made and entered into this 7<sup>th</sup> day of September, 2021, by and between **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** (hereinafter "Landlord") and the **STATE PROPERTIES COMMISSION**, an entity within the executive branch of the State Government of Georgia (hereinafter "Tenant").

**WHEREAS**, Landlord is the owner of certain land located at **240 Public Safety Boulevard**, in **Guyton**, Effingham County, **Georgia**, **Latitude 32 16' 56.40 North, Longitude 81 21' 40.90 West** as shown on Exhibit "A", attached hereto and incorporated herein by reference, improved with a radio communications tower and equipment building (said radio communications tower and equipment building are hereinafter collectively referred to as the "Premises"); and

**WHEREAS**, Landlord desires to lease to Tenant said Premises, and Tenant desires to lease the Premises on the terms and conditions stated herein; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

**1. USE OF RADIO COMMUNICATIONS TOWER**

Landlord does hereby agree to lease the Premises to the Tenant for the purposes of placing upon the Premises radio equipment (hereinafter referred to as "Equipment"). Said Equipment is inventoried and listed on Exhibit "B" attached hereto and incorporated herein by reference.

**2. TERM**

This Agreement shall commence on the **1st day of July, 2021** (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on the **30th day of June, 2022** (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the "Term."

### 3. LANDLORD'S FAILURE TO DELIVER PREMISES

Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises to the Tenant on the Commencement Date, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise the option to terminate based upon the Landlord's failure to deliver the Premises then there shall be a total abatement of rent during the period between the date of commencement and the time the Landlord delivers possession of the Premises to the Tenant.

### 4. RENT

For the rights herein granted by Landlord to Tenant, for and during the Term of this Agreement, Tenant shall pay to Landlord the amount of **One Dollar (\$1.00) per year** (hereinafter referred to as "Rent"). All monthly rentals due hereunder shall be paid in advance on or before the 1<sup>st</sup> day of each calendar month during the Term of this Agreement.

### 5. RENEWAL OPTIONS

Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for **five (5)** additional periods of one (1) year each (hereinafter referred to as "Renewal Option(s)"). Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the Section below. Notice of Tenant's desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any renewal or extension Term thereof, or five (5) days after the Governor signs the annual appropriations bill, whichever occurs later, but in no case shall Tenant's Notice be provided to Landlord later than June 30th of the Term, or the then current Renewal Option. It is further provided that this Renewal Option may be exercised by Tenant only in the event that all rents have been fully paid and all Provisions of this Agreement on the part of Tenant have been fully and faithfully performed, kept and observed by Tenant. Unless otherwise specified, the initial Term as provided above and any and all effective Renewal Option(s) are hereinafter collectively referred to as the "Term."

### 6. RENEWAL RENTAL RATE

Should Tenant renew this Agreement as provided as provided above, the following rates shall apply:

- a. State Fiscal Year 2023 (beginning July 1, 2022 and ending June 30, 2023) \$1.00 per year.
- b. State Fiscal Year 2024 (beginning July 1, 2023 and ending June 30, 2024) \$1.00 per year.

- c. State Fiscal Year 2025 (beginning July 1, 2024 and ending June 30, 2025) \$1.00 per year.
- d. State Fiscal Year 2026 (beginning July 1, 2025 and ending June 30, 2026) \$1.00 per year.
- e. State Fiscal Year 2027 (beginning July 1, 2026 and ending June 30, 2027) \$1.00 per year.

#### **7. TENANT'S RIGHT OF ACCESS**

Landlord agrees that Tenant shall have free access to the Premises for the purpose of installing the radio equipment and during the Term of the Agreement. Free ingress and egress to said Premises is hereby granted to Tenant for the purpose of maintenance and repair. It is agreed, however, that only authorized engineers of Tenant or persons under their direct supervision will be permitted to enter the Premises. At no time shall the Tenant move equipment belonging to Landlord or other third-party tenants from its original locations, add additional equipment to other equipment belonging to Landlord or other third-party tenants, or remove equipment belonging to Landlord or other third-party tenants from said Premises without the expressed written permission of the Landlord.

#### **8. OPERATION OF EQUIPMENT**

Tenant shall install, operate and maintain its Equipment located upon the Premises in accordance with all applicable laws and regulations. Tenant agrees to install radio equipment of types and frequencies which would not cause interference to the equipment or transmissions of the Landlord, or other tenants on the leased premises, or to equipment or transmissions of Landlord, other tenants or other parties, not located on the leased premises. In the event Tenant's Equipment causes such interference, at its sole cost and expense, Tenant shall take all steps necessary to correct and eliminate such interference. If said interference cannot be eliminated within a reasonable length of time (not to exceed forty-eight (48) hours), Tenant agrees to then immediately cease using the Equipment which is creating the interference (except for short tests necessary for the elimination of the interference). In the event Tenant cannot eliminate such interference after using its best efforts to do so, this Agreement shall then immediately terminate without further obligation by either party, except for Tenant's obligation to pay all Rent owed to Landlord under this Agreement up to the date of such termination. If Tenant fails to cease using or operating the Equipment causing such interference beyond the prescribed time-frame of forty-eight (48) hours, Landlord has the right to disconnect the equipment causing such interference. If termination is necessary due to interference, Tenant has the right to access the Premises within the thirty (30) days following the termination date for the purposes of removing its Equipment from the Premises. In the event that the equipment or transmissions of Landlord or a third-party tenant of Landlord should cause harmful radio interference to the equipment or transmissions of Tenant, and upon written notice by Tenant to Landlord of such interference, Landlord shall attempt to coordinate with Tenant, the third party tenant and the Federal Communications Commission



("FCC") to take steps necessary to correct and eliminate such harmful radio interference. In the event Landlord cannot eliminate such interference after using its best efforts to do so within a reasonable length of time (not to exceed forty-eight (48) hours from receipt of Tenant's written notice), Landlord and Tenant hereby agree that Tenant shall have the right to then immediately terminate this Agreement without further obligation by Tenant.

## **9. EQUIPMENT STIPULATIONS**

(a) All Equipment maintained on the Premises by Tenant as of the date of this Agreement shall remain in the locations currently designated for such Equipment and shall be relocated on the Premises only upon the mutual written consent of the parties hereto.

(b) Landlord, or his designated representative, shall have the sole right initially and during the Term of this Agreement to:

- (1) determine the location of the Equipment,
- (2) approve the size, type, and quality of the Equipment (including any and all electrical connections thereof),
- (3) require Tenant to take whatever action is necessary to eliminate objectionable interference by Tenant's Equipment with equipment or transmissions of Landlord or any other tenant of the Premises. All transmitters must be equipped with any transmitter isolator devices necessary to minimize spurious radiations, as determined by Landlord.

## **10. UTILITIES**

Landlord shall provide standard utility power and back-up generator power for Tenant's equipment under this Agreement.

## **11. END OF TERM**

At the expiration or termination of this Lease, Tenant shall remove all Equipment from the Premises, which was placed there by Tenant and shall restore the Premises to that condition as existed upon the commencement of this Agreement, normal wear and tear excepted.

## **12. MAINTENANCE, DAMAGE OR DESTRUCTION**

Landlord shall be responsible for the repair and maintenance of its radio communications tower and equipment building. Additionally, Landlord shall maintain the trees, woods, and brush on its property

within the immediate vicinity of the radio communications tower and equipment building so as to reasonably prevent damage to the Landlord's improvements and the Premises caused by falling trees, limbs, woods or brush. If the Premises or any portions thereof in which the Equipment is located is damaged by fire or any other casualty and if such damage has rendered the Premises untenable, this Agreement may terminate at the option of either party. Tenant shall be responsible for the payment of all Rent due to Landlord through the date of termination. Nothing contained in this Agreement shall be construed as requiring Landlord or Tenant to rebuild all or any portion of the Premises.

### **13. LIABILITY**

In connection with Tenant's use of Premises, Landlord shall not be liable to Tenant for any loss or damage, regardless of cause, except damage caused by Landlord's negligence.

### **14. INSURANCE**

The State of Georgia is self-insured and can provide evidence of such upon written request.

### **15. LIENS**

Tenant shall not permit any mechanics, materialman's or other liens to stand against the Premises for any labor or material furnished by the Tenant in connection with work of any character performed on the Premises by or at the direction of the Tenant.

### **16. EMINENT DOMAIN**

If the radio communications tower, equipment building, or any portions thereof, in which the Premises are located, is taken by eminent domain, this Agreement shall terminate upon the date of such taking, and the Rent shall be apportioned to the date upon which the property is taken. The rights of the Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

### **17. DEFAULT**

The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any Rent and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and

completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of Rent), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant's effects from Premises.

### **18. NOTICES**

All notices, demands and requests required or permitted to be given under the provisions of this Lease shall be deemed duly given if sent by registered or certified United States mail, postage prepaid, addressed as follows:

If to Landlord:      Effingham County Board of Commissioners  
                                  Attn: Stephanie D. Johnson  
                                  601 N. Laurel Street  
                                  Springfield, Georgia 31329  
                                  Telephone Number: (912) 754-2123

If to Tenant:         State Properties Commission  
                                  Attn: Leasing Division  
                                  270 Washington Street, Suite 2-129  
                                  Atlanta, GA 30334  
                                  Telephone Number: (404) 656-2355

With copy to:        Georgia Forestry Commission  
                                  Attn: Candice Smith  
                                  5645 Riggins Mill Road  
                                  Dry Branch, Georgia 31020  
                                  Telephone Number: (478) 751-3510

Or any such other address as the parties may from time to time designate in writing.

### **19. ASSIGNMENT**

Except to another entity within the State Government of Georgia, Tenant shall not assign this Agreement or sublet the Premises or any part thereof without prior written consent of the Landlord, which

shall not be unreasonably withheld. An assignee or sublessee shall be bound by the same conditions of this Agreement as Tenant. Assignment of or subleasing in no way relieves Tenant of all the terms and conditions of this Agreement.

## **20. WAIVER**

Failure or delay on the part of the parties hereto to exercise any right, power or privilege hereunder, shall not operate as a waiver thereof.

## **21. BINDING EFFECT**

This Agreement and each and every provision hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

## **22. GEORGIA AGREEMENT**

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Georgia.

## **23. SEVERABILITY**

Should any provision of this Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

## **24. RIDER**

A Rider, identified as "EXHIBIT C," is attached hereto and incorporated herein sets forth certain original, additional or substitute provisions. In the event of any conflict between this Agreement and any Riders, the terms of the Rider shall control.

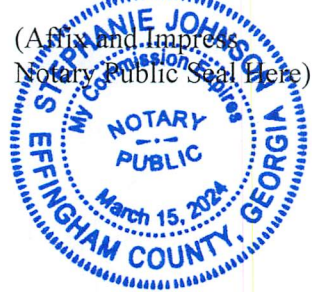
## **25. ENTIRE AGREEMENT**

This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations between such parties and can be amended, supplemented or changed only by agreement in writing which makes specific reference to this Agreement and which is signed by each party hereto.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the parties keeping one of the duplicate originals.

Signed, sealed and delivered  
as to Landlord in the presence of:  
Isheena D. Shigga  
Unofficial Witness

S. Johnson  
Notary Public  
My Commission Expires:



**LANDLORD:**  
EFFINGHAM COUNTY BOARD OF  
COMMISSIONERS  
  
By: Wesley M. Corbitt  
Name: Wesley M. Corbitt  
Title: Chairman

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signed, sealed and delivered  
as to Tenant in the presence of:  
\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public  
My Commission Expires:

(Affix and Impress  
Notary Public Seal Here)

**TENANT:**  
STATE PROPERTIES COMMISSION  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned, being duly sworn, have hereunto set their hands and seals at the County of Eplingham, State of Georgia, this 15th day of March, 1934.

WITNESSES:  
EPLINGHAM COUNTY, GEORGIA  
COUNTY CLERK

By: *Walter M. Corbett*  
Name: *Walter M. Corbett*  
Title: *Chairman*

By: *Stephanie Johnson*  
Name: *Stephanie Johnson*  
Title: *Commissioner*

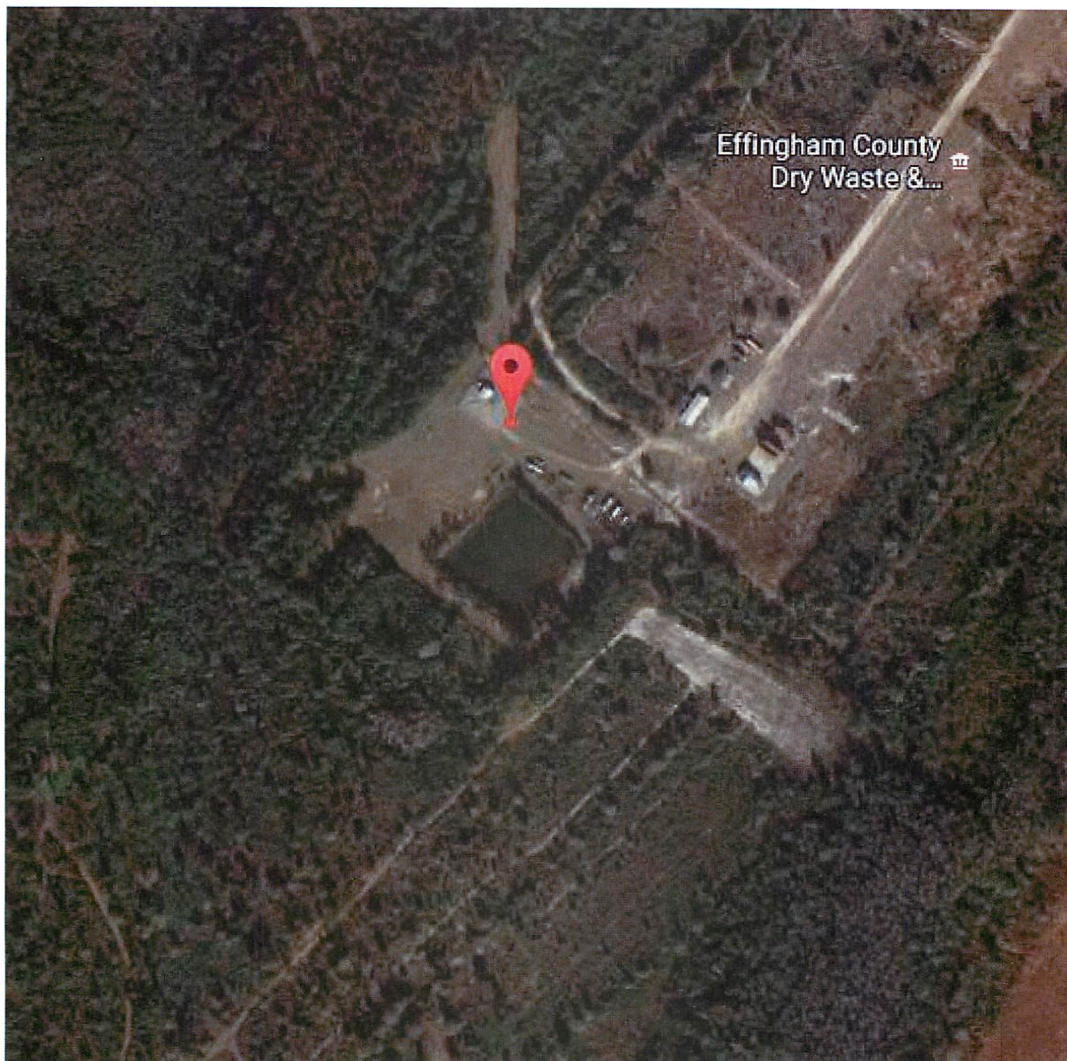


WITNESSES:  
EPLINGHAM COUNTY, GEORGIA  
COUNTY CLERK

By: *Stephanie Johnson*  
Name: *Stephanie Johnson*  
Title: *Commissioner*

**EXHIBIT A**

[Radio Communication Tower Location to Be Attached]



**EXHIBIT B**

[Inventory of Equipment]

1. One (1) Repeater



**EXHIBIT C****RIDER**

This Rider shall be a part of the foregoing Lease Agreement (the “Agreement”) by and between **EFFINGHAM COUNTY BOARD OF COMMISSIONERS** as “Landlord,” and the **STATE PROPERTIES COMMISSION** as “Tenant.” In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Agreement to which this Rider is attached, the terms and conditions of the Rider shall control. In addition to any other terms whose definitions are fixed and defined within this Rider, the terms used herein with the initial letter capitalized shall have the same meaning ascribed to them as set forth in the main text of the Agreement or any of the Agreement’s Exhibits.

Landlord and Tenant hereby acknowledge and agree that during the time period from **July 1, 2018** through the Commencement Date of this Agreement (the “At-Will Period”):

1. Tenant’s Subtenant or the state entity occupying the Premises (the “Occupying Agency”) continually occupied the Premises.
2. The Occupying Agency continued to pay Rent to Landlord for the Premises.
3. Landlord continued to accept Rent from the Occupying Agency; and
  - a) no additional amounts are due from Tenant and/or the Occupying Agency to Landlord for obligations accruing during the At-Will Period; unless expressly provided for in this Agreement.
  - b) no additional amounts are due from Landlord to Tenant and/or the Occupying Agency for obligations accruing during the At-Will Period, unless expressly provided for in this Agreement.
4. This Agreement supersedes all prior written or oral agreements between Landlord and Tenant and/or the Occupying Agency relating to the Premises during the At-Will Period.

## Staff Report

**Subject:** Georgia Probation Case Management System Agreement

**Author:** Alison Bruton, Purchasing Agent

**Department:** Probation

**Meeting Date:** April 18, 2023

**Item Description:** Renewal of Georgia Probation Case Management System Agreement between Effingham County Probation Department and the Judicial Alternatives of Georgia, Inc. (JAG)

**Summary Recommendation:** Staff recommends renewal of Georgia Probation Case Management System Agreement between Effingham County Probation Department and the Judicial Alternatives of Georgia, Inc. (JAG)

### Executive Summary/Background:

- Judicial Alternatives of Georgia, Inc. (JAG) has created a system to assist with probation case management. JAG shall grant Licensee (Effingham County Probation Department) a nonexclusive, limited license to access its system to manage offenders on probation. This system and related database include proprietary content, proprietary custom-built business logic and proprietary software and is accessed through JAG's online service portal.
- The term of this agreement is for a period of two (2) years, unless sooner terminated as provided in the agreement. The Agreement will renew for an additional one (1) year after expiration of the original term.
- The monthly fee is \$1.00/managed case/month. Should the caseload be below two hundred and fifty (250) cases, the minimum monthly payment for utilizing the system will be \$250 per month. Utilization of the text messaging and automated phone call option to communicate with probationers will be \$100.00/month. Initial installation fee is \$1,000.00.
- The need for the change is due to outdated software that will not be updated from the current provider, Probation Tracking Systems.
- This agreement has been approved to form by the County Attorney.

### Alternatives for Commission to Consider

1. Renewal of Georgia Probation Case Management System Agreement between Effingham County Probation Department and the Judicial Alternatives of Georgia, Inc. (JAG) for a minimum monthly fee of \$250/month and the text/automated phone call option for an additional \$100/month.
2. Approval of Georgia Probation Case Management System Agreement between Effingham County Probation Department and the Judicial Alternatives of Georgia, Inc. (JAG) for a minimum monthly fee of \$250/month without the text/automated phone call option
3. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2, 3

**Department Review:** Probation, Finance, County Attorney

**Funding Source:** Dept 53 Operating Budget

**Attachments:** Georgia Probation Case Management System Agreement

## JUDICIAL ALTERNATIVES OF GEORGIA PROBATION CASE MANAGEMENT SYSTEM AGREEMENT

This Judicial Alternatives of Georgia Probation Management System Agreement ("Agreement") is made and entered into on this 18<sup>th</sup> day of May, 2021, ~~2020~~ ("Effective Date") by and between Judicial Alternatives of Georgia, Inc. ("JAG"), and the Effingham County Probation Department ("Licensee").

### RECITALS

WHEREAS, JAG has created a system to assist with probation case management.

WHEREAS, JAG shall grant Licensee a nonexclusive, limited license to access its system to manage offenders on probation. This system and related database include proprietary content, proprietary custom-built business logic and proprietary software and is accessed through JAG's online service portal. This system and all associated software, proprietary information and materials, to include without limitation JAGware™, is hereinafter referred to as the "System";

WHEREAS, pursuant to the terms herein, Licensee shall provide information to, access information from, and manage information through the System.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants set forth herein, JAG and Licensee agree as follows:

#### 1. Definitions.

- a. User. A User is an individual (and Users, individuals) authorized by JAG and Licensee to access and use the System.
- b. User Interface. The User Interface is the software program with which Users interact once logged into the System.
- c. Case. A Case refers to the probation requirements of one individual stemming from one transaction or occurrence giving rise to a citation number, warrant number, indictment number or criminal action number.

#### 2. License Grant.

2.1 General. Subject to Licensee's compliance with the terms and conditions of this Agreement, JAG grants a non-exclusive, non-transferable license for the Term (as defined in Paragraph 11) to Licensee and Licensee's authorized employees (each a "User") to access and use the System.

2.2 Access Rights. In order to use the System, Licensee must obtain access to our servers through the World Wide Web at Licensee's own expense. JAG shall provide to authorize Users unlimited access to the System through unique logon identifiers and passwords (collectively, the "Logon"). Licensee shall ensure that each User will: (a) be responsible for the security and/or use of his or her Logon; (b) not disclose such Logon to any person or entity; (c) not permit any other person or entity to use his or her Logon; (d) immediately notify JAG of any unauthorized use of a password or account or any other breach of security; (e) use the System in accordance with the terms and conditions of this Agreement. Licensee shall also be responsible for advising each User of his or her obligations under this Agreement and of the license restrictions set forth in this Agreement and of ensuring that Users are properly trained to use the System. JAG reserves the right to deny or revoke access to the System, in whole or in part, if JAG believes Licensee and/or any of its Users are in breach of this Agreement or are otherwise using or accessing the System in a manner inconsistent with the terms and conditions of this Agreement. JAG reserves the right to deny or revoke access to the System, in whole or in part upon the breach by Licensee of this Agreement, or a breach by a User acting within the scope of his or her employment, provided that Licensee fails to cure that breach within thirty (30) days. JAG reserves the right to immediately revoke or deny access to Users who violate the terms of this Agreement while acting outside the scope of their employment or for using the System for a purpose other than that intended by the Parties.

2.3 Restrictions. Except as otherwise provided in this Agreement, Licensee agrees that Licensee will not knowingly: (a) provide, disclose, divulge or make available to, or permit use of the System by any third party other than its authorized employees; (b) copy or reproduce all or any part of the System, with the exception of copies of data as back-ups or data exports for reports or statistics; (c) interfere, or attempt to interfere, with the System in any way; (d) engage in spamming, mail bombing, spoofing or any other fraudulent,



illegal or unauthorized use of the System; (e) remove, obscure or alter any copyright notice, trademarks or other proprietary rights notices affixed to or contained within the System; (f) attempt to provide or create frames or a link to the System, except as otherwise mutually agreed to by the parties; (g) engage in or allow any action involving the System that is inconsistent with the terms and conditions of this Agreement; (h) violate any Privacy Policy or User Agreement in effect at the time of use. Employees of the Licensee may provide system generated reports, screen prints and query results for use in internal case management, employee performance tracking and court proceedings for cases entered in the system granted that such information will not be provided to third parties outside the confines of the judicial process.

**3. Fees.** During the Term of this Agreement, Licensee shall pay a monthly fee for each Case that is open within the System. Cases opened in error and then subsequently deleted within forty-eight (48) hours shall not be considered as managed cases, provided Licensee provides adequate documentation to JAG of any errors within thirty (30) days of the occurrence of any such error. The fee schedule is more particularly described in Exhibit A hereto, which supersedes any statements to the contrary herein. JAG reserves the right to increase the per case monthly fee as a result of customer requested enhancements to the System, with the exception of any changes required by state or local law. Any such customer requested enhancement and increase must be in writing and agreed to by the parties.

**4. Obligations of Licensee.** Licensee hereby agrees to do the following:

- (a) Upon execution of this Agreement, input all managed probation Cases into the System.
- (b) Input all new Cases into the System as monitoring and/or managing of such cases becomes the responsibility of Licensee.
- (c) Provide a list of Users to which Licensee desires to grant access to the System.
- (d) Make two management level Users available for training on the System and assign such management level Users to train other approved User employees of Licensee.
- (e) Pay the fee; and
- (f) Manage Cases in accordance with applicable state and federal guidelines, law and regulations.

**5. Obligations of JAG.** JAG hereby agrees to:

- (a) Provide Implementation Services. JAG's implementation services shall include reasonable time and materials necessary for Licensee to input initial Cases and begin utilizing the System for day-to-day usage. For purposes of this Agreement, such Implementation Services are deemed completed as of the Effective Date of this Agreement as such services were provided during the "no cost" trial period.
- (b) Provide Ongoing Consulting and Technical Support Services. JAG's ongoing consulting and technical support services shall include reasonable time and materials necessary to utilize JAG's System and maintain functionality of the System. JAG reserves the right to charge a reasonable additional fee for such Consulting and Technical Support Services if requests for such services become excessive. For purposes of this Agreement, up to 5 hours per month of such services is deemed reasonable and not excessive.
- (c) Provide Enhancement Services. JAG will provide upgrade, modification, change, and additional functionality services if feasible and at a rate not to exceed \$125/hour; Any such services must be billed in fifteen (15) minute intervals
- (d) Provide Users with access to the System's User Interface subject to a Guaranteed Uptime of access over the internet of 98% per month ("Guaranteed Uptime"), except for scheduled upgrades and maintenance which the Licensee has agreed to in writing no less than three (3) business days in advance. The User Interface shall allow Users to view and manage Licensee's Cases.
- (e) Provide within a reasonable amount of time following a request functionality allowing Users to generate reports and conduct other automated queries that permit the courts to respond to all reporting requirements of the Georgia Superior Court Clerks Cooperative Authority, the Administrative Office of the Courts and any judicial councils, the Board of Community Supervision and other such reporting entities as may be required;
- (f) Update any and all "pick" lists or similar selection options with current local and state code sections at least once annually. Also included in this annual update are any calculations or similar automated features that must be adjusted due to changes in local or state law.
- (g) Customer Service. JAG will provide Licensee with a customer service number, available during your daily hours of operation. Licensee may also schedule within reason customer service support to meet the needs of the operation.

**6. Exclusivity Period.** For the Term of this Agreement the Licensee agrees to solely use the System as its electronic probation management system, except that Licensee may engage alternate services for electronic monitoring services.



**7. Ownership.** The System shall remain the exclusive property of JAG, and any and all copyrights, trade secret rights, patents, trademarks, and other intellectual property rights with respect thereto, are and will at all times be the sole and exclusive property of JAG. Licensee specifically agrees that all material related to the System, including that which has been developed or generated through JAG's consulting services or any other customization shall not be considered work-made-for-hire and that such material (including all intellectual and proprietary rights contained therein) shall, upon creation, be solely and exclusively owned by JAG. Any forms, whether state or local and templates provided by the Licensee shall remain available to the Licensee upon termination of this agreement. JAG may continue to use such forms or templates. If and to the extent Licensee may, under applicable law, be entitled to claim any ownership interest in the software or other materials developed by JAG, including, without limitation, as a work-made-for-hire, Licensee hereby irrevocably and exclusively assigns to JAG all of Licensee's rights, including without limitation, all intellectual property rights, in and to such materials, in perpetuity or for the longest period otherwise permitted by law. JAG acknowledges that Licensee shall maintain complete ownership of Case data contained in Licensee systems.

Upon termination of this agreement, JAG agrees to provide to Licensee a data export of all current and historical case data in one of the following un-encrypted formats within thirty (30) days of the termination of services:

MS-SQL - Microsoft SQL Server 2012 or greater; OR  
 XSLX – Microsoft Excel Open XML Format Spreadsheet file; OR  
 CSV - Comma separated and strings should be in quotes including accurate file layout information.

In the event the Agreement is terminated prior to expiration of the initial term of the agreement, Licensee shall pay \$1,000.00 to JAG for data export.

In addition, JAG agrees to allow User to generate case summary reports in electronic PDF format for such cases that must include the following: case history, payment history, compliance with court-ordered obligations (community service, evaluations, counseling and treatment, etc) and contact history.

## **8. Confidentiality.**

(a) The parties agree that (1) all information communicated to it by the other and identified and marked as "confidential," (2) all information which a party deems as confidential to the other party has access in connection with the products, systems and services provided under this Agreement, and (3) trade secrets as defined under applicable state or federal law, will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement (collectively defined as "Confidential Information"). The parties agree and acknowledge that JAG deems the System a trade secret and otherwise Confidential Information. Each party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and unauthorized use and to protect the confidentiality of Confidential Information.

(b) Each party agrees that it will not at any time, without the express written permission of the disclosing party, disclose the Confidential Information directly or indirectly to any third person, except to its employees of who have expressly agreed in writing to be bound by the terms of this Agreement and have a need to know. Licensee is an entity subject to the Georgia Open Records Act and is required to disclose information unless exempted by law. Confidential Information shall not include information that is: (1) already in the public domain; (2) becomes generally known or available by publication, (3) discovered or created by either party independent of this Agreement; (4) otherwise learned by a party through legitimate means other than from the other party or anyone connected with the other party; or (5) required to be disclosed subject to law.

(c) Each party's obligations with respect to the Confidential Information shall continue for the Term of this Agreement and end two years following termination of this Agreement; *provided, however*, that in the event that such Confidential Information constitutes a trade secret, each party's obligations with respect to such Confidential Information shall continue until such Confidential Information no longer constitutes a trade secret, if the reason such information no longer constitutes a trade secret is not the fault of Licensee.

(d) Upon termination or expiration of this Agreement, Licensee will cease using the System and each party shall return to the other all of the other party's Confidential Information in its possession. JAG shall work cooperatively with Licensee to provide data and/or reports as reasonably requested by Licensee regarding the System provided hereunder prior to the date of termination or expiration of this Agreement.



## 9. Disclaimer of Warranties.

(a) Licensee acknowledges and understands that use of the product is at Licensee's sole risk. The System, and any related products or services provided by JAG hereunder are being provided "AS IS" and Licensee acknowledges and agrees that except as provided in Section 9(b), JAG assumes no responsibility for the timeliness, deletion, mis-delivery or failure to update or store any business or personal information, user communications or settings obtained directly from Licensee or a third party. Furthermore, except as provided in Section 9(b), the System is licensed without warranty, including, but not limited to, express and implied warranties of merchantability and fitness for a particular purpose, and Licensee does not warrant that the functions contained in the product are suitable for Licensee's use or that the operation of the product will be uninterrupted or error-free, or that defects in the product will be corrected. No oral or written information or advice given by JAG shall create a warranty other than that warranty specified in subsection (b).

(b) Except as specified herein, JAG warrants and represents that during the Term of the Agreement: (1) the services will be performed in a manner that meet or exceed prevailing standards in JAG's industry. Such standards shall include, at a minimum, the Functional Standards for Automated Case Management Systems developed by the American Probation and Parole Association and any standards provided for by the Board of Community Supervision; (2) JAG shall utilize industry standard technology at all times during the initial term and any renewal terms of the agreement; (3) JAG shall protect the service, databases, and Licensee data with firewalls and appropriate safeguards that are consistent with current industry standards and which allow for future security upgrades as the parties deem appropriate or required; (4) that the software and/or service provided under this agreement shall not contain viruses, code, programming instruction, or set of instructions that is intentionally construed to damage, interfere with or otherwise adversely affect operation of Licensee equipment, data or programs; and (5) that the service and associated servers are located strictly in the continental United States and will not be outsourced outside of the continental United States without Licensee's prior written consent.

**10. Limitation of Liability.** Neither party shall have any liability hereunder for indirect, special, consequential (including lost profits, increased personnel costs or business interruption) or other similar damages, even if the affected party has been advised of the possibility of such damages.

## 11. Term; Termination.

(a) The term ("Original Term") of this Agreement shall be for a period of two (2) years, unless sooner terminated as provided herein.

(b) This Agreement will renew under identical terms for an additional one (1) year after expiration of the Original Term, plus any extensions, unless either party notifies the other party no later than ninety (90) days prior to the expiration of the Original Term.

(c) This Agreement may be terminated with cause or for convenience at the election of Licensee and only after proper written notice. (1) A "cause" termination shall be only upon the breach by JAG of any term or condition of this Agreement. Proper written notice for a cause termination shall specify the reason for the election to terminate and the effective date of such termination, which shall be thirty (30) days after the date of notice and only effective upon JAG's failure to remedy that breach within thirty (30) days after receipt of notice for such breach. For purposes of this Agreement, "cause" is defined as follows: (i) the failure, neglect or refusal by JAG to perform any obligation assigned hereunder; or (ii) any willful, intentional or grossly negligent act by JAG having the effect of materially injuring the reputation or business of Licensee. This Agreement may be terminated for convenience of the Licensee by giving sixty (60) days written notice of the intent to terminate for convenience.

(d) This Agreement may only be terminated with cause at the election of JAG upon the breach by Licensee of any term or condition of this Agreement. Termination requires proper notice. Such notice shall specify the reason for the election to terminate and the effective date of such termination, which shall be thirty (30) days after the date of notice and only effective upon Licensee's failure to remedy that breach within thirty (30) days after receipt of such notice. For purposes of this Agreement, "cause" is defined as follows: (i) the failure, neglect or refusal by Licensee to perform any obligation assigned hereunder; or (ii) any willful, intentional or grossly negligent act by Licensee having the effect of materially injuring the reputation or business of JAG.

## 12. General Provisions.

12.1 Relationship; Assignment. The individual executing this Agreement on behalf of Licensee represents that he or she has authority to do so. This Agreement shall be binding on the parties and their successors and permitted assigns. Neither party shall assign, transfer or delegate any of its obligations under this Agreement, or any part thereof, nor any rights or duties hereunder, whether by operation of law or otherwise, without the prior written consent of the other party; *provided however*, that if JAG is a party to a merger, acquisition, sale of all or substantially all of its assets, or other substantial change in control or ownership, the Licensee shall be given notice and the right to approve any assignment but the Licensee agrees that approval will not be unreasonably withheld.

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither party nor any of its employees or agents will be construed to be the agent, the employer, or representative of the other party. Neither party has any express or implied rights nor authority to assume or create any obligation or responsibility on behalf of or in the name of the other party, except as may otherwise be set forth in this Agreement.

No relationship is created between JAG and the individual offenders whose probation is being managed by Licensee through use of the System.

### 12.2 Notification of Incidents and Notices.

(a) Each party agrees to promptly notify the other party after the discovery of any incidents, occurrences, claims, or other causes of action involving this Agreement. Both parties agree to cooperate with each other as may be necessary to resolve such matters.

(b) All notices and communications related to this Agreement must be in writing or fax and will be deemed given (i) when personally delivered, (ii) upon confirmation of a facsimile transmittal, (iii) upon receipt when deposited with the United States Postal Service, postage prepaid, or upon receipt when sent by an overnight courier service of recognized reputation addressed as follows or to such other person and/or address as the party to receive may designate by notice to the other.

Judicial Alternatives of Georgia, Inc.  
PO Box 1758  
Thomasville, Georgia 31799  
Attn: Tim Donovan  
(706) 681-5349

Licensee: Probation Department  
Name: Effingham County Probation Department  
Address: 902 North Pine Street  
Springfield, Georgia 31329

Phone: 912-754-4155  
Fax: 912-754-

12.3 Governing Law; Venue This Agreement is deemed to have been made and will be construed and interpreted in accordance with the laws of the State of Georgia and the parties agree to the jurisdiction and venue of the state and federal courts located in Dougherty County, Georgia.

12.4 Injunctive Relief. In the event of breach of Paragraph 8 by either party, the non-disclosing party shall be entitled to equitable relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions.

12.5 Public Announcements. Neither party shall disclose to any third party the terms and conditions of this Agreement hereunder, except for the existence of the Agreement itself, without the prior written approval of the other party, or unless required by Georgia Open Records Act or other law or a court of competent jurisdiction; *provided, however*, that Licensee shall permit the publication of and assist with the drafting of a JAG press release announcing the use of the System.



12.6 Survival of Certain Provisions. Sections 1, 2.3, 7, 8, 9, 10, 12 and 13 shall survive the expiration or termination of this Agreement.

12.7 Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.

12.8 Entire Agreement; Modifications. This Agreement, consisting of all of the pages of this instrument, together with all of the Schedules hereto, sets forth the entire, final and exclusive agreement among the parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, among the parties. This Agreement may be modified only pursuant to a writing executed by authorized representatives of the parties to this Agreement. The parties expressly disclaim the right to claim the enforceability or effectiveness of any oral modifications to this Agreement or any amendments based on course of dealing, waiver, reliance, estoppel or other similar legal theory.

12.9 Compliance. During the term of this Agreement, the parties agree each will comply with any and all laws, rules, regulations, and licensing requirements that are now or hereafter promulgated by any local, state, and federal governmental authority or agency that governs or applies to their respective duties and obligations hereunder and with any and all rules and/or standards that are now or hereafter promulgated by any accrediting or administrative body that governs or applies to their respective duties and obligations hereunder (the "Applicable Laws and Standards").

12.10 Nondiscrimination. The parties agree that in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, sexual orientation, disability or national origin.

12.11 Liquidated Damages. JAG agrees to pay as liquidated damages to the Licensee the sum of \$100 for each consecutive full calendar day Licensee does not have access to the Services following implementation and go-live. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract. The liquidated damages set forth above are not intended to compensate Licensee for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Licensee from recovering other damages in addition to the payments made hereunder which Licensee can document as being attributable to the documented JAG failures. In addition to other costs that may be recouped, Licensee may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

### **13. Indemnification.**

Any indemnification obligations of either party shall be in accordance with the laws of the State of Georgia.

### **14. Georgia Security and Immigration Compliance Act Affidavit.**

By submitting a proposal and executing the attached Affidavits, JAG verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with the Effingham County Probation Department, has registered and is participating in a federal work authorization program [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91. JAG further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with the Effingham County Probation Department, JAG will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit, Section V D-2. JAG further agrees to maintain records of such compliance and shall provide a copy of each such verification to the Effingham County Probation Department, at the time the subcontractor(s) is retained to perform such services.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

JUDICIAL ALTERNATIVES OF GEORGIA, INC.

LICENSEE: PROBATION DEPARTMENT

By: Tim Donovan

By: Wesley M. Corbitt

Date: MAY 24, 2021

Date: May 18, 2021

Print: Tim Donovan

Print: Wesley M. Corbitt

Title: Co-OWNER, JAG Probation

Title: Chairman

Address: P.O. Box 1758

Address: 601 North Laurel Street

Thomasville, GA 31799

Springfield, GA 31329

Phone: (706) 681-5349

Phone: (912) 754-2123

Email: tdonovan@jagprobation.com

Email: wcorbitt@effinghamcounty.org

**SCHEDULE A****FEE SCHEDULE**

1. Monthly fee is **\$1.00/managed case/month** beginning on the initial date of service and ending on \_\_\_\_/\_\_\_\_/\_\_\_\_. Total managed (worked) cases for a particular month are determined by the average daily number of managed cases in the System for a particular month. JAG will calculate and provide documentation of the managed cases by the 10th day of the following month. Payment of fee is due by the 5th day of the following month. Additionally, payment may be submitted annually, quarterly, or monthly.
2. In the event the customer/client's caseload is **below two hundred and fifty (250) cases**, the minimum monthly payment for utilizing the management system will be at a rate of **\$250 per month**.
3. In the event the Effingham County Probation Department would like to **utilize the text messaging option and the Automated Phone Calls** to communicate with probationers the monthly fee is **\$100.00 per month**.
4. **Initial Installation Fee is \$1,000.00** this includes installation of receipt printers and cameras if needed, training, travel-lodging and implementation of the probation management system.
5. In the event Probation Department decided to discontinue use of the software management system a sixty (60) day written notice will be required.

## Staff Report

**Subject:** Petco Love Animal Welfare Grant  
**Author:** Jody Jones, Grants Coordinator presented by Mark W. Barnes  
**Department:** Finance Department  
**Meeting Date:** 4/18/23  
**Item Description:** Consideration to accept a grant award from Petco Love Animal Welfare Grant Program.

### Summary Recommendation:

Staff is requesting approval to accept a grant award from Petco Love Animal Welfare Grant Program.

### Executive Summary:

The Petco Foundation uses the Animal Welfare grant funds to invest in lifesaving efforts for sheltering and adoptions, and supports organizations that continually endeavor to achieve a high standard of doing more and are determined to save as many lives as possible. Effingham County Animal Shelter is one of those organizations. The funds will be used for necessary medical treatment for sheltered animals and for trap-neuter-return cats. This grant will enable Effingham County Animal Shelter to continue its mission of promoting responsible animal ownership, preventing the spread of animal disease, protecting the public from dangerous animals, and protecting animals from dangerous humans.

### Background:

1. The grant award amount is \$7,500.
2. There is no cost share requirement.

### Alternatives for Commission to Consider:

1. Approve to accept the Petco Love grant award.
2. Do not approve to accept the Petco Love grant award.
3. Provide Staff with Direction

### Recommended Alternative:

Staff recommends Alternative number 1 – Approve to accept the Petco Love grant award.

**Other Alternatives:**N/A

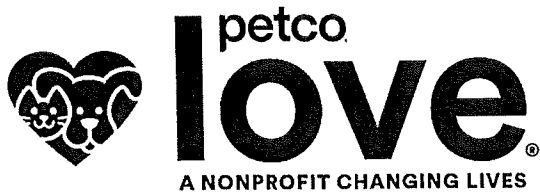
**Department Review:** Effingham County Animal Shelter

### Funding Source:

No cost share requirement

### Attachments:

Petco Love Award Letter



March 29, 2023

Dear Petco Love partner,

On behalf of everyone at Petco Love, we are pleased to provide you with the enclosed grant award in response to your application for our 2022 Animal Welfare Organizations (AWO) grant cycle. These funds may be used for any lifesaving purpose. Please see your grant approval email for instructions on how to properly acknowledge Petco Love as well as the link to the digital toolkit to help you celebrate your award.

We're honored to partner with your organization and invest in your lifesaving efforts. We celebrate your commitment to animals and thank you for all that you do on behalf of pets and the people who love and need them.

All of us at Petco Love thank you for your lifesaving work that makes a difference everyday for animals in need.

A handwritten signature in black ink, appearing to read 'Susanne M. Kogut', is positioned above the printed name.

Susanne Kogut  
President  
Petco Love

P.S. Petco Love desires that all funds and efforts be prioritized for lifesaving, and seeks to reduce our environmental footprint. Therefore, we respectfully request that no items are mailed to Petco Love and that any thank you letters be sent by email only to [partners@petcolove.org](mailto:partners@petcolove.org). We welcome and appreciate recognition on social media, on your website, or in other print and digital communications. We ask that this recognition thank Petco Love, Petco and/or our Petco store partners collectively rather than individual employees of Petco or Petco Love.

*Petco Love is a 501(c)(3) nonprofit, tax exempt corporation. Tax I.D. 33-0845930*

## Staff Report

**Subject:** Amendments to Part II, Chapter 34 – Flood Damage Prevention, *Section 34.5. Definitions; Section 34.7 Basis for area of special flood hazard; Section 34.82 Specific Standards; and Section 34.86 Standards for Subdivision.*

**Author:** Teresa Concannon, AICP, Planning Manager

**Department:** Development Services

**Meeting Date:** April 18, 2023

**Item Description:** Consideration to approve a second reading to amend Part II, Chapter 34 – Flood Damage Prevention, *Section 34.5. Definitions; Section 34.7 Basis for area of special flood hazard; Section 34.82 Specific Standards; and Section 34.86 Standards for Subdivision.*

**Summary Recommendation:** In order to bring the Flood Damage Prevention ordinance into compliance with current FEMA requirements, staff recommends approval of amendments to Part II, Chapter 34 – Flood Damage Prevention, *Section 34.5. Definitions; Section 34.7 Basis for area of special flood hazard; Section 34.82 Specific Standards; and Section 34.86 Standards for Subdivision.*

### Executive Summary/Background:

- In 2011, DNR conducted the first County Community Assistance Visit with staff. Following that visit, staff prepared an application to the Community Rating System (CRS).
- In 2013, FEMA accepted Effingham County into the CRS program, with a classification of 7. This classification means that flood insurance policy holders in the special flood hazard area (SFHA) receive a 15% discount.
- On February 7, 2023, staff were notified of a Community Assistance Visit, and instructed to submit information relating to the floodplain management program, including building regulations, building and land development permits, elevation certificates, development plans, and review and inspection procedures.
- Staff submitted required materials by March 1, 2023 for DNR flood map program staff review.
- On March 16, 2023, DNR conducted the Community Assistance Visit. A checklist review of county regulations was provided, and staff were advised to amend the Flood Damage Prevention ordinance to comply with FEMA requirements.
- As part of the 2023 update to the Hazard Mitigation Plan, our consultants have suggested updating the date of the FIRM referenced in section 34.7.

### Alternatives for Commission to Consider

1. Approve amendment to Part II, Chapter 34 – Flood Damage Prevention, *Section 34.5. Definitions; Section 34.7 Basis for area of special flood hazard; Section 34.82 Specific Standards; and Section 34.86 Standards for Subdivision.*
2. Take no action.

### Recommended Alternative: 1

**Other Alternatives:** N/A

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

**Funding Source:** N/A

### Attachments:

1. Revisions to Part II, Chapter 34 – Flood Damage Prevention, *Section 34.5. Definitions; Section 34.7 Basis for area of special flood hazard; Section 34.82 Specific Standards; and Section 34.86 Standards for Subdivision.*

AMENDMENT TO PART II  
OF THE EFFINGHAM COUNTY CODE OF ORDINANCES

AN ORDINANCE TO AMEND PART II OF THE EFFINGHAM COUNTY CODE OF ORDINANCES  
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:

The following shall be revised in **Part II, Chapter 34 Flood Damage Prevention, Section 34.5 Definitions:**

*Building* ~~means any structure built for support, shelter, or enclosure for any occupancy or storage~~ (see **Structure**).

*Elevated building* means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of ~~fill~~, solid foundation perimeter walls, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

The following shall be revised in **Part II, Chapter 34 Flood Damage Prevention, Section 34.7 Basis for area of special flood hazard:**

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in its flood insurance study (FIS), dated ~~December 17, 2010~~ **March 16, 2015**, with accompanying maps and other supporting data and any revision thereto, are adopted by reference and declared a part of this chapter. After the date of adoption of this ordinance, the most recently available flood insurance study (FIS), with accompanying maps and other supporting data will be used for the basis of determining areas of special ~~ford~~ **flood** hazard.

The following shall be revised in **Part II, Chapter 34 Flood Damage Prevention, Section 34.82(3) Specific Standards:**

- b. Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision may be elevated so that ~~either~~:
  - 1. The lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation; ~~or~~ **and**
  - 2. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.

The following shall be revised in **Part II, Chapter 34 Flood Damage Prevention, Section 34.86 Standards for Subdivisions:**

**Sec. 34-86. Standards for subdivisions and/or development proposals.**

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

- (1) All subdivision and/or development proposals shall be consistent with the need to minimize flood damage, and shall be reasonably safe from flooding;

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

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

BOARD OF COMMISSIONERS,  
EFFINGHAM COUNTY, GEORGIA

BY: \_\_\_\_\_  
CHAIRMAN

ATTEST:

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

FIRST READING \_\_\_\_\_

SECOND READING \_\_\_\_\_

## Staff Report

**Subject:** 2<sup>nd</sup> Reading – Zoning Map Amendment  
**Author:** Katie Dunnigan, Zoning Manager  
**Department:** Development Services  
**Meeting Date:** April 18, 2023  
**Item Description:** TK Electric, LLC requests to **rezone** 6.2 acres from **AR-1** to **B-3**, to allow for commercial development. Located at 763 US Highway 80. **Map# 302 Parcel# 105**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of the request to **rezone** 6.2 acres from **AR-1** to **B-3**, to allow for commercial development, with conditions.

### Executive Summary/Background

- The request for rezoning is a requirement of Appendix C, Article IX-Amendments to Map or Text, Section 9. Zoning districts are described in Appendix C, Article V-Uses Permitted in Districts.
- The proposed development will consist of two 12,000 sf buildings, to be used for storage of electrical supplies for TK Electric, a Hyundai contractor. In addition, a retail/restaurant building will be constructed on the Hwy 80 frontage.
- No truck parking or outdoor storage is proposed.
- The development will be served by a private water supplier and an individual septic system.
- The parcel is bisected by wetlands. To avoid wetlands impacts, the applicant proposes to access the storage buildings from Dogwood Way, which is a county maintained road.
- A traffic impact assessment and GDOT encroachment permit will be required prior to site development plan approval.
- A 30' vegetative buffer is required on property boundaries adjacent to R and AR properties to screen the commercial buildings.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for denial. The motion was seconded by Mr. Alan Zipperer, and carried unanimously.
- At their April 4 meeting, the Board of Commissioners approved the rezoning, with an added condition (#8).

### Alternatives

**1. Approve** the request to **rezone** 6.2 acres from **AR-1** to **B-3**, with the following conditions:

1. The lot shall meet the requirements of the B-3 zoning district.
2. A Sketch Plan must be approved before site development plans are submitted.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Ch. 34 Flood Damage Prevention**.
4. A CLOMR or CLOMA application to FEMA will be required, if applicable, to authorize fill to build the site above the base flood elevation.
5. All wetland impacts must be approved and permitted by USACE.
6. A traffic study shall be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
7. Approval from GDOT for access to Hwy 80 will be required during site plan review process.
8. There shall be no traffic entrance to, or exit from, the property (302-105) using Dogwood Way.

**2. Deny** the request to **rezone** 6.2 acres from **AR-1** to **B-3**.

**Recommended Alternative: 1**

**Other Alternatives: 2**

**Department Review:** Development Services

**FUNDING:** N/A

**Attachments:** 1. Zoning Map Amendment



AN AMENDMENT TO THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
302-105

AN ORDINANCE TO AMEND THE EFFINGHAM COUNTY ZONING ORDINANCE, MAP AND PARCEL NO.  
302-105

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, TK Electric, LLC has filed an application to rezone six and twenty hundredths (6.2) +/- acres; from AR-1 to B-3 to allow for commercial development; map and parcel number 302-105, located in the 1<sup>st</sup> commissioner district, and

WHEREAS, a public hearing was held on April 4, 2023 and notice of said hearing having been published in the Effingham County Herald on March 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 22, 2023; and

IT IS HEREBY ORDAINED THAT six and twenty hundredths (6.2) +/- acres; map and parcel number 302-105, located in the 1<sup>st</sup> commissioner district is rezoned from AR-1 to B-3, with the following conditions:

1. The lot shall meet the requirements of the B-3 zoning district.
2. A Sketch Plan must be approved before site development plans are submitted.
3. Site development plans must comply with the Effingham County Water Resources Protection Ordinance, the Stormwater Management Local Design Manual, and **Ch. 34 Flood Damage Prevention**.
4. A CLOMR or CLOMA application to FEMA will be required, if applicable, to authorize fill to build the site above the base flood elevation.
5. All wetland impacts must be approved and permitted by USACE.
6. A traffic study shall be submitted during the development plan review process, per Effingham County Traffic Study Requirements.
7. Approval from GDOT for access to Hwy 80 will be required during site plan review process.
8. There shall be no traffic entrance to, or exit from, the property (302-105) using Dogwood Way.

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:** Teresa Concannon, Planning Manager  
**Department:** Development Services  
**Meeting Date:** April 18, 2023  
**Item Description:** **TK Electric, LLC** requests approval of a **sketch plan** for TK Electric, LLC. Located at 763 US Highway 80, zoned **AR-1** proposed zoning **B-3. Map# 302 Parcel# 105**

### Summary Recommendation

Staff has reviewed the application, and recommends **approval** of a **sketch plan** for TK Electric on Hwy 80.

### 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.*
- Development Services staff met with the applicant on 1/19/2023, and with the design engineer on 2/6/2023. The proposed uses and access management were discussed.
- The storage buildings will be constructed in phase 1, and the restaurant building will be phase 2.
- The site will be served by private water and a septic system. Entrances on Hwy 80 and Dogwood Way are planned.
- The parcel is 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.
- After Sketch Plan approval, staff will follow up with a Notice to Proceed, summarizing requirements and recommendations.
- At the March 14, 2023 Planning Board meeting, Mr. Ryan Thompson made a motion for denial. The motion was seconded by Mr. Alan Zipperer, and carried unanimously.
- On March 24, a revised sketch plan that eliminated the Dogwood entrance was submitted.
- At their April 4 meeting, the Board of Commissioners postponed consideration of the sketch plan to April 18, to follow second reading approval of the rezoning application.

### Alternatives

1. **Approve** the **sketch plan** for TK Electric, LLC., at 763 Hwy 80, with the following condition:
  1. Land clearing, site development, and building construction activities are limited to 7am to 7pm only.
2. **Deny** the **sketch plan** for TK Electric, LLC., at 763 Hwy 80.

### Recommended Alternative: 1

**Department Review:** Development Services

**Attachments:** 1. Sketch Plan Application

### Other Alternatives: 2

**FUNDING:** N/A

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 TK Electric LLC

Name of Applicant/Agent TK Electric LLC Phone \_\_\_\_\_

Company Name TK Electric LLC

Address 5341 Perimeter Parkway Montgomery, AL 36116

Owner of Record TK Electric LLC Phone 678-687-4477

Address 5341 Perimeter Parkway Montgomery, AL 36116

Engineer EMC Engineering Services, Inc Phone 912-644-3217

Address 27 Chatham Center South Ste A Savannah, GA 31405

Surveyor EMC Engineering Services, Inc Phone 912-644-3217

Address 27 Chatham Center South Ste A Savannah, GA 31405

Proposed water Private Proposed sewer On-Site

Total acreage of property 6.20 Acreage to be divided \_\_\_\_\_ Number of Lots Proposed \_\_\_\_\_

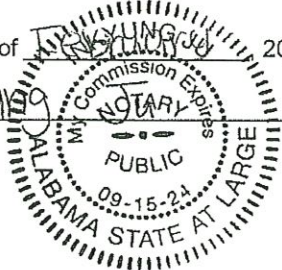
Current Zoning AR-1 Proposed Zoning B-3 Tax map – Block – Parcel No 03020105

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 7<sup>th</sup> day of February 2023In Kyung  
Notary

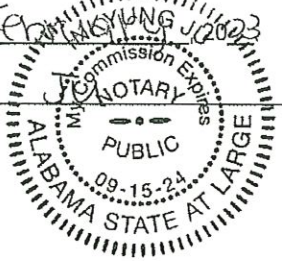
Applicant

Owner

X	7. Wastewater infrastructure master plan (to include reuse infrastructure if proposed).
X	8. Water distribution infrastructure master plan.

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

This 7<sup>th</sup> day of February, 2023  
In Kyung  
Notary



Applicant [Signature]  
Owner [Signature]



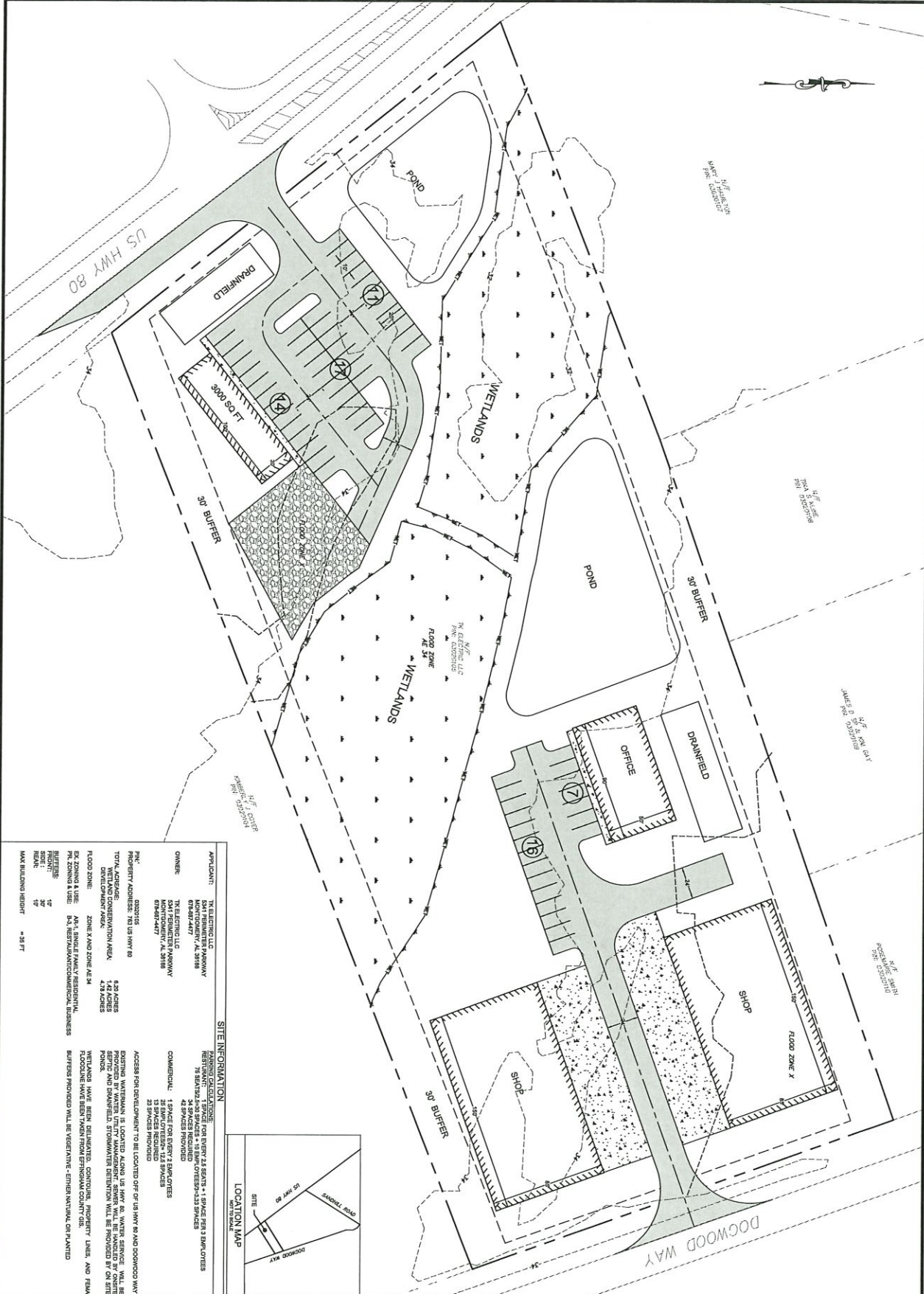








0 1/2"=1' 12/13/2013 12:00:00 PM 12/13/2013 12:00:00 PM 12/13/2013 12:00:00 PM 12/13/2013 12:00:00 PM



<b>APPLICANT:</b>	
TK ELECTRIC, LLC	
763 US HWY 80	
EFFINGHAM COUNTY, AL 36101	
<b>OWNER:</b>	
TK ELECTRIC, LLC	
763 US HWY 80	
EFFINGHAM COUNTY, AL 36101	
<b>PROJECT:</b>	
COMMERCIAL	
1 SPACE FOR EVERY 225 SQUARE FEET	
22 SPACES PROVIDED	
<b>DEVELOPMENT AREA:</b>	
1.25 ACRES	
4.75 ACRES	
<b>FLOOD ZONE:</b>	
ZONE X AND ZONE A1.5	
<b>DEVELOPMENT TYPE:</b>	
B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, B13, B14, B15, B16, B17, B18, B19, B20, B21, B22, B23, B24, B25, B26, B27, B28, B29, B30, B31, B32, B33, B34, B35, B36, B37, B38, B39, B40, B41, B42, B43, B44, B45, B46, B47, B48, B49, B50, B51, B52, B53, B54, B55, B56, B57, B58, B59, B60, B61, B62, B63, B64, B65, B66, B67, B68, B69, B70, B71, B72, B73, B74, B75, B76, B77, B78, B79, B80, B81, B82, B83, B84, B85, B86, B87, B88, B89, B90, B91, B92, B93, B94, B95, B96, B97, B98, B99, B100	
<b>DEVELOPMENT TYPE:</b>	
B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, B13, B14, B15, B16, B17, B18, B19, B20, B21, B22, B23, B24, B25, B26, B27, B28, B29, B30, B31, B32, B33, B34, B35, B36, B37, B38, B39, B40, B41, B42, B43, B44, B45, B46, B47, B48, B49, B50, B51, B52, B53, B54, B55, B56, B57, B58, B59, B60, B61, B62, B63, B64, B65, B66, B67, B68, B69, B70, B71, B72, B73, B74, B75, B76, B77, B78, B79, B80, B81, B82, B83, B84, B85, B86, B87, B88, B89, B90, B91, B92, B93, B94, B95, B96, B97, B98, B99, B100	
<b>DEVELOPMENT TYPE:</b>	
B1, B2, B3, B4, B5, B6, B7, B8, B9, B10, B11, B12, B13, B14, B15, B16, B17, B18, B19, B20, B21, B22, B23, B24, B25, B26, B27, B28, B29, B30, B31, B32, B33, B34, B35, B36, B37, B38, B39, B40, B41, B42, B43, B44, B45, B46, B47, B48, B49, B50, B51, B52, B53, B54, B55, B56, B57, B58, B59, B60, B61, B62, B63, B64, B65, B66, B67, B68, B69, B70, B71, B72, B73, B74, B75, B76, B77, B78, B79, B80, B81, B82, B83, B84, B85, B86, B87, B88, B89, B90, B91, B92, B93, B94, B95, B96, B97, B98, B99, B100	

**SITE INFORMATION**



**SKETCH PLAN**

**TK ELECTRIC**  
763 US HWY 80  
EFFINGHAM COUNTY, GEORGIA  
Prepared for:  
TK ELECTRIC, LLC

**emc** **EMC ENGINEERING SERVICES, INC.**  
27 Chatham Center South, Suite A  
Savannah, GA 31406  
Ph: (912) 232-6533  
Fax: (912) 232-4888  
emsav@emc-eng.com  
www.emc-eng.com

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MARINE  
ENVIRONMENTAL

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GREENVILLE • SAVANNAH • STATESBORO • THOMASTON • VALDOSTA



NO.	REVISION DESCRIPTION	DATE
1		
2		
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**PROJECT NO.:** 23021  
**DESIGNED BY:** JCH  
**DRAWN BY:** JCH  
**CHECKED BY:** JCH  
**DATE:** 12/13/2013

**SHEET**  
**1**  
**OF**  
**1**

**SUBMITTED**  
**3/24/2023**





## Staff Report

**Subject:** ESRI Small Government Enterprise Agreement  
**Author:** Pamela Melser, GIS Manager  
**Department:** GIS  
**Meeting Date:** 04-18-2023  
**Item Description:** Consideration to renew ESRI Small Government Enterprise Agreement; Annual Subscription for Years 1, 2, and 3

### Summary Recommendation:

Effingham County's GIS Department is required to maintain and update data such as parcels, 911 addresses, along with data for public safety and county utilities. Without this data several departments would not be able to complete their work such as Tax Assessor's, Tax Commissioner's, Planning, Zoning, Water and Waste Water, Fire, EMS, and E-911 to name a few. This software allows GIS to enter, update, maintain, and visually map this data. Additionally, this software allows for the maintenance of the County's Interactive GIS map, Fire Dept Hydrant Field Data Collection Application, Code Enforcement Application, and additional internal department maps. This contract also supports the GIS department's SQL migration and Image server.

### Executive Summary/Background:

For the past 15 years, the county has maintained an Enterprise Agreement (EA) with ESRI for GIS software. The previous 3-year agreement was approved in FY 2021 and is up for renewal for FY 2024. The current cost of the EA is \$56,700 per year, for a three-year total of \$170,100. This renewal allows for an unlimited number of licenses and updates for each piece of GIS software available.

#### EA Benefits

1. A lower cost per unit for licensed software.
2. Access to unlimited licenses for easier management of future growth of GIS users.
3. The GIS Server portion allows for Multi-user editing and the ability to host and publish internal web mapping applications.
4. This software allows the GIS department to work on parcel splits, manage critical 911 dispatch data and addresses, and reduce redundant data using up server space.
5. The EA also includes 37,500 annual credits for ArcGIS Online. This allows GIS to upload maps and data to an online cloud environment and make data available live in the field across any platform (Android, Apple, & Windows tablets and phones). This alone is normally at a cost of \$1.00 per credit which is \$37,500+.

### Alternatives for Commission to Consider:

1. Approval of the ESRI Small Government Enterprise Agreement for years 1, 2, and 3
2. Do not approve of the ESRI Small Government Enterprise Agreement for years 1, 2, and 3

### Recommended Alternative:

Staff recommends Alternative number 1

**Other Alternatives:** N/A

**Department Review:** GIS Manager

**Funding Source:** 100-7403-225-52-2208

Total: \$56,700 annually for 3 years, totaling 170,100. This has been budgeted in the past, and has been requested in the 2024 budget.

**Attachments:**

1. ESRI Quote (Q-489192-Effingham\_SGEA2023)



## Quotation # Q-489192

Item XI. 1.

Date: January 26, 2023

Customer # 131172 Contract #

County of Effingham  
Board of Commissioners  
804 S Laurel St  
Springfield, GA 31329-9235

ATTENTION: Pamela Melser  
PHONE: 9127548050 x4509  
EMAIL: pmelser@effinghamcounty.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 1/26/2023 To: 4/26/2023*

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$56,700.00	\$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	\$56,700.00	\$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	\$56,700.00	\$56,700.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$170,100.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$170,100.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

### For questions contact:

Tyler Nuttall

### Email:

tnuttall@esri.com

### Phone:

(909) 793-2853 x5410

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

**Esri Use Only:**

Cust. Name \_\_\_\_\_  
 Cust. # \_\_\_\_\_  
 PO # \_\_\_\_\_  
 Esri Agreement # \_\_\_\_\_



**esri**  
 OF  
 WHERE®

Item XI. 1.

## SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A**  
**List of Products**

**Uncapped Quantities**

**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced  
 ArcGIS Desktop Standard  
 ArcGIS Desktop Basic  
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS  
 Schematics, ArcGIS Workflow Manager, ArcGIS Data  
 Reviewer

**Enterprise Software and Extensions**

ArcGIS Enterprise (Advanced and Standard)  
 ArcGIS Monitor  
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,  
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,  
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS  
 Workflow Manager, ArcGIS Data Reviewer

**Enterprise Additional Capability Servers**

ArcGIS Image Server

**Developer Tools**

ArcGIS Runtime Standard  
 ArcGIS Runtime Analysis Extension

**Limited Quantities**

One (1) Professional subscription to ArcGIS Developer  
 Two (2) ArcGIS CityEngine Single Use Licenses  
 250 ArcGIS Online Viewers  
 250 ArcGIS Online Creators  
 37,500 ArcGIS Online Service Credits  
 250 ArcGIS Enterprise Creators  
 5 ArcGIS Insights in ArcGIS Enterprise  
 5 ArcGIS Insights in ArcGIS Online  
 50 ArcGIS Location Sharing for ArcGIS Enterprise  
 50 ArcGIS Location Sharing for ArcGIS Online  
 4 ArcGIS Parcel Fabric User Type Extensions (Enterprise)  
 4 ArcGIS Utility Network User Type Extensions (Enterprise)  
 4 ArcGIS Trace Network User Type Extensions (Enterprise)

### OTHER BENEFITS

Number of Esri User Conference registrations provided annually	<b>4</b>
Number of Tier 1 Help Desk individuals authorized to call Esri	<b>4</b>
Maximum number of sets of backup media, if requested*	<b>2</b>
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

\*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

\_\_\_\_\_  
(Customer)

By: \_\_\_\_\_  
Authorized Signature

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

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

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

### CUSTOMER CONTACT INFORMATION

Contact: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

City, State, Postal Code: \_\_\_\_\_

E-mail: \_\_\_\_\_

Country: \_\_\_\_\_

Quotation Number (if applicable): \_\_\_\_\_



## 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—ADDITIONAL GRANT OF LICENSE

**2.1 Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

**2.2 Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—TERM, TERMINATION, AND EXPIRATION

**3.1 Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

**3.2 No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

**3.3 Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

**3.4 Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

**3.5 Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—PRODUCT UPDATES

**4.1 Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

**4.2 Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

### a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

### b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to



supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—ADMINISTRATIVE REQUIREMENTS

**7.1 OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

**7.2 Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

### 8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

**8.2 Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

## Staff Report

**Subject:** Contract renewal with Spatial Engineering, Inc.  
**Author:** Pamela Melser, GIS Manager  
**Department:** GIS  
**Meeting Date:** 04-18-2023  
**Item Description:** Consideration to approve contract renewal with Spatial Engineering, Inc. for GIS Services.

### Summary Recommendation:

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

### Executive Summary/Background:

In November 2019 Spatial Engineering setup and hosted a copy of Effingham County's data on their servers and made it available with the RightSpot App. The RightSpot App allows for maintenance of Effingham County's utility infrastructure data and provides other GIS related support services, as needed. This contract would cover Effingham County's data hosting, RightSpot access for this year, and project work up to the budgeted amount. Total: \$6,000 plus any project work up to \$50,000, for a total of \$56,000. This has been budgeted in the FY 2024 budget.

### Alternatives for Commission to Consider

1. Approve contract renewal with Spatial Engineering, Inc.
2. Do not approve contract renewal with Spatial Engineering, Inc.

### Recommended Alternative:

Staff recommends Alternative number 1

**Other Alternatives:** N/A

**Department Review:** GIS

**Funding Source:** 100-7403-225-52-1202 This has been budgeted in the past, and has been requested in the 2024 budget.

### Attachments:

1. Spatial Engineering Proposal



## **Renewal**

### **RightSpot GIS Services Effingham County, Georgia PID No. 23002**

February 17, 2023



#### **Spatial Engineering, Inc.**

Attn: Richard L Truluck  
613 Towne Park West Drive, Suite 202  
Rincon, Georgia 31326  
Office. 912.826.6688  
[www.spatialengineering.com](http://www.spatialengineering.com)

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## 1 Background

Effingham County (COUNTY), a Tier 2 coastal Georgia county, uses Spatial Engineering, Inc.'s (SPATIAL) RightSpot GIS Services to maintain utility infrastructure data and provide other GIS related support services as needed. This document renews these services for 12 months effective July 1, 2023 and ending June 30, 2024.

## 2 Points of Contact:

### Spatial Engineering, Inc.

#### Project Manager:

Richard (Ricky) Truluck, PE  
613 Towne Park West Dr., Ste. 202  
Rincon, GA 31326  
[rtruluck@spateng.com](mailto:rtruluck@spateng.com)  
O: 912-826-6688

### Effingham County, Georgia

#### GIS Manager:

Pamela Melser  
804 S Laurel St.  
Springfield, GA 31329  
[pmelser@effinghamcounty.org](mailto:pmelser@effinghamcounty.org)  
O: 912-754-8050

## 3 Definitions

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

## 4 Task 1 – RightSpot™

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

### 4.1 Cost:

1. RightSpot set-up fee: \$0 (waived for renewals)
2. 12-months data access: \$6,000

### 4.2 Scope:

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

2. Provide RSA 4096-bit secure HTTPS encryption.
3. Provide user management and password control.
4. Provide 40 unique RightSpot users. The current user list is provided in Attachment A.
5. Provide access for tablet and smartphone (requires internet access).
6. Provide RightSpot tools and workflows including:
  - Simple and advance query
  - Global Search
  - Mailing Labels (dependent on County Parcel and Address Point data)
  - Field Notes (with Attachments)
  - Markups (with Attachments)
  - Project As-built data (if data is available)
  - Water Break Isolation (dependent on quality of water data)
  - Sewer Trace (dependent on quality of sewer data)
  - Stormwater Trace (dependent on quality of stormwater data)
  - Flood Zone Report (dependent on flood zoning data)
  - Property Zoning Report (dependent on County Zoning data)

#### **4.3 Deliverables:**

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

#### **4.4 Travel:**

1. None.

#### **4.5 Schedule:**

1. July 1, 2023 – June 30, 2024

#### **4.6 Assumptions:**

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

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## 5 Task 2 – On Call Support (OCS)

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

### 5.1 Cost:

1. SPATIAL will request authorization to proceed for individual tasks estimated to be greater than \$2,000.
2. SPATIAL will use the current commercial rate schedule. See Attachment B.
3. SPATIAL will estimate and execute with the appropriate skill level.
4. Work requests are billed monthly.

### 5.2 Scope:

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



### 5.3 Deliverables:

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

### 5.4 Travel:

1. Local travel based on specific request/task.

### 5.5 Schedule:

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

### 5.6 Assumptions:

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

## 6 Cost Summary

The total estimate for this renewal is \$6,000.00. The table below summarizes all costs. Cost assumptions are presented under each Task above.

Cost Summary	
Description	Item Cost
Item 1 – RightSpot™ Web Portal (1)	\$6,000.00
Item 2 – On-Call Services (2)	\$0.00
<b>Total Cost</b>	<b>\$6,000.00</b>
Notes: 1. The cost for Task 1 is fixed for the contract period. The payment for Task 1 is due at the beginning of the contract period. SPATIAL has the right to adjust the RightSpot™ web portal fee at the anniversary of the contract. SPATIAL will provide 90-day notice to the COUNTY of any change to the fee. 2. On-Call Support will be estimated when requested.	

## 7 Schedule

The contract period of performance will begin July 1, 2023 and end June 30, 2024.

## 8 Renewal and Cancellation Policy

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



9 Proposal Acceptance

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

For: Spatial Engineering, Inc.	For: Effingham County, GA
<div>Rebecca A. Truluck</div>	
<div>Date: 02/17/2023</div>	<div>Date:</div>
<div>Rebecca F Truluck, P.E. President O: 912-826-6688 <a href="mailto:btruluck@spateng.com">btruluck@spateng.com</a></div>	<div>Name:</div> <div>Title:</div>

## Attachment A – RightSpot User List (Effective 2/17/2023)

Last Name	First Name	Email	Organization
Hogan	Adam	ahogan@allianceCE.com	AllianceCE
Palamara	Emily	epalamara@alliancece.com	AllianceCE
herndon	brandt	bherndon@effinghamindustry.com	ECIDA
Burdette	Roger	burdettedistrict2@gmail.com	Effingham County
Callanan	Tim	tcallanan@effinghamcounty.org	Effingham County
Concannon	Teresa	tconcannon@effinghamcounty.org	Effingham County
Corbitt	Wesley	wcorbittconsulting@gmail.com	Effingham County
DeLoach	Jamie	jamiedeloachdistrict3@gmail.com	Effingham County
Dunnigan	Kathleen	KDunnigan@Effinghamcounty.org	Effingham County
Fernald	Chelsie	cfernald@effinghamcounty.org	Effingham County
Frazier	Danny	dfrazier@effinghamcounty.org	Effingham County
Freyermuth	Lindsay	lfreyermuth@effinghamcounty.org	Effingham County
Hodges	Clint	chodges@effinghamcounty.org	Effingham County
HOFFMAN	LARA	lhoffman@effinghamcounty.org	Effingham County
Kieffer	Phil	philkiefferdistrict5@gmail.com	Effingham County
Melser	Pamela	PMelser@EffinghamCounty.org	Effingham County
Phillips	Kayla	kphillips@effinghamcounty.org	Effingham County
Reed	Chris	creed@effinghamcounty.org	Effingham County
Ryan	Fred	Fryan@effinghamcounty.org	Effingham County
Spinks	Jay	jspinks@effinghamcounty.org	Effingham County
Stanley	Angela	astanley@effinghamcounty.org	Effingham County
Warner	Chearae	cwarner@effinghamcounty.org	Effingham County
Achtziger	Kristen	kachtziger@eommgmt.com	EOM
Chacon	Liberto	lchacon@eomworx.com	EOM
Cook	David	Dcook@eomworx.com	EOM
Fulton	Brandon	Bfulton@eomworx.com	EOM
Heino	Charles	cheino@eomworx.com	EOM
Miller	Tim	tmiller@eomworx.com	EOM
Operations	EOM	info@eommgmt.com	EOM
Parker	Robert	aparker@eomworx.com	EOM
Phillips	Cynthia	cphillips@eomworx.com	EOM
Shoemaker	Trevor	tshoemaker@eomworx.com	EOM
Margelofsky	Abigail	abbie@pittmanengineeringco.com	Pittman Engineering
Pittman	Raymond	ray@pittmanengineeringco.com	Pittman Engineering

**Attachment B – Spatial Engineering Rate Schedule (Effective 1/1/2023)**

ITEM#	SIN#'s	Labor Category	Rate <sup>(1)</sup>
001	54151S, 541330ENG	Project Manager	\$150.20
002	541330ENG	Senior Engineer	\$131.12
003	541330ENG	Staff Engineer	\$116.35
004	541330ENG	Junior Engineer	\$78.21
005	54151S, 541330ENG	Geospatial Analyst III	\$131.12
006	54151S, 541330ENG	Geospatial Analyst II	\$95.41
007	54151S, 541330ENG	Geospatial Analyst I	\$75.46
008	54151S	Database Manager	\$112.04
009	54151S	System Administrator	\$90.70
010	54151S, 541330ENG	Software Developer III	\$139.06
011	54151S, 541330ENG	Software Developer II	\$95.48
012	54151S	Software Developer I	\$74.36
013	541330ENG	Engineering Technician IV	\$91.11
014	541330ENG	Engineering Technician III	\$80.01
015	541330ENG	Engineering Technician II	\$67.31
016	541330ENG	Engineering Technician I	\$56.94
017	54151S	Technician III	\$88.00
018	54151S	Technician II	\$80.01
019	54151S	Technician I	\$67.29
020	54151S	System Architect	\$138.90
021	54151S	Business Analyst III	\$133.55
022	54151S	Business Analyst II	\$105.60
023	54151S	Business Analyst I	\$85.70
024	54151S	Data Analyst III	\$99.75
025	54151S	Data Analyst II	\$86.80
026	54151S	Data Analyst I	\$71.00
027	54151S	Documentation Specialist	\$55.00
028	54151S	Data Specialist II	\$75.00
029	54151S	Data Specialist I	\$58.00
030	54151S	UAV Pilot <sup>(2)</sup>	\$88.34
031	54151S	Intern II	\$41.25
032	54151S	Intern I	\$27.50
033	54151S	Field Technician	\$58.00
100	000-00	Mileage Rate <sup>(3)</sup>	\$0.585
400	000-00	Drone <sup>(4)</sup>	\$75.00

## Notes:

1. Fully burden rate includes fee.
2. Labor category includes FAA certified Remote Pilot for Small UAF (drones).
3. Mileage rate taken from IRS published rates effective 1/1/2023.
4. Drone rate is per hour flying time.

## Staff Report

**Subject:** Approval of Software Services Agreement between Effingham County Tax Assessor's Office and TrueRoll

**Author:** Alison Bruton, Purchasing Agent

**Department:** Tax Assessor

**Meeting Date:** April 18, 2023

**Item Description:** Software Services Agreement between Effingham County Tax Assessor's Office and TrueRoll

**Summary Recommendation:** The Chief Appraiser is requesting approval of the Software Services Agreement between Effingham County Tax Assessor's Office and TrueRoll

### Executive Summary/Background:

- The Tax Assessor's Office would like approval of a program that searches databases in every state to see if someone has filed a homestead exemption in other taxing jurisdictions. At this time, we are only able to verify in Effingham County. Individuals are only allowed to claim one homestead exemption, and if they have multiple then they are in violation.
- The Chief Appraiser received proposals from three companies;
  - TrueRoll - \$10,900.00 (Self Service)
  - LexisNexis - \$30,000
  - PropertyScape - \$20,000
- The initial term of this agreement is three (3) years and will automatically renew for successive one (1) year terms unless terminated as detailed in the agreement.
- This SSA has been reviewed and approved to form by the County Attorney.

### Alternatives for Commission to Consider

1. Approval of the Software Services Agreement between Effingham County Tax Assessor's Office and TrueRoll for an annual payment of \$10,900
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Tax Assessor, Purchasing, Finance

**Funding Source:** Tax Assessor Operating Budget

**Attachments:**

1. SSA – Software Services Agreement
2. TrueRoll Proposal

## SOFTWARE SERVICES AGREEMENT

THIS SOFTWARE AGREEMENT (THE “AGREEMENT”) IS ENTERED INTO ON \_\_\_\_\_, 2023 BETWEEN THE EFFINGHAM COUNTY BOARD OF ASSESSORS LOCATED AT 901 N. PINE STREET, STE 106 SPRINGFIELD, GA 31329 (“CUSTOMER”) AND THE EXEMPTION PROJECT, INC., (ALSO KNOWN AS TRUEROLL™), A DELAWARE CORPORATION LOCATED AT 320 W OHIO ST, #3W, CHICAGO, IL 60654 (“COMPANY”).

1.1 WHEREAS, the Customer requests Company to deliver services related to the accuracy of their tax roll (“Services”) and as further described in the proposal dated **February 7, 2023** attached as Exhibit A-1 to this Agreement and thereafter, as may be agreed by the parties in writing and attached as sequentially numbered Exhibits (e.g., A-2, A-3, etc.) referencing this Agreement (each, a “**Proposal**”). Including but not limited to property valuations, property data characteristics, personal property, taxpayers receiving exemptions, and related tax benefits tied to exemptions.

1.2 WHEREAS, the identification of an inaccurate exemption roll or inaccurate property characteristics and valuations will assist the Customer in fulfilling its statutory obligations under the state tax code, as will the identification of taxpayers entitled to exemptions;

1.3 WHEREAS, Company agrees to provide audit Services for the Customer under the terms of this Agreement;

1.4 WHEREAS, Company will provide said Services in exchange for the annual fee established in the Proposal.

1.5 THEREFORE, under these terms of this Agreement, Company agrees to deliver Services described in the Proposal included under **SELF-SERVICE** level option to help improve the accuracy of the Customer’s tax roll. In case of any conflict between the terms of this Agreement and the terms stated in the Proposal, the terms of this Agreement will take precedence unless the Proposal expressly states that it overrides a specific provision hereof.

1.6 All work performed by the Company will be under the direct supervision and control of the Customer. Notwithstanding, this Agreement requires Company to use its best efforts to ensure that the Customer’s goals in retaining Company will be fulfilled.

1.7 The Customer agrees to make available either directly or by causing it’s CAMA software vendor to provide at Customer’s expense, if any; requested electronic versions of the most recent tax roll, exemption records, shape files where applicable, previous audit details where applicable, and exemption application forms where applicable, for the calendar years for which the Services to be performed are applicable.



1.8 Company will provide its Services under state and local regulations that govern this Agreement. Subject to the terms hereof, Company will provide Customer with reasonable technical support services under Company's standard practice. The Company's standard practice is available at [www.trueroll.io/terms](http://www.trueroll.io/terms) or in writing upon request.

## 2. RESTRICTIONS AND RESPONSIBILITIES

2.1 The Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services; modify, translate, or create derivative works based on the Services or any software (except to the extent permitted by Company or authorized within the Services). If in the course of providing the Services Company receives any feedback from the Customer relating to the Services ("**Customer Feedback**"), Company is free to use such Customer Feedback. The Customer hereby assigns and agrees to assign all of its rights in the Customer Feedback to Company, without any right to compensation.

2.2 The Customer represents, covenants, and warrants that the Customer will use the Services only in compliance with Company's standard published policies then in effect (the "**Policy**"), provided that the Policy is presented to the Customer, and all applicable laws and regulations. The Customer agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Customer's use of Services. Although Company has no obligation to monitor the Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.3 The Customer will obtain and maintain any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers (collectively, "**Equipment**"). The Customer will also maintain the security of the Equipment, the Customer account, passwords (including but not limited to administrative and user passwords) and files, and be responsible for all uses of the Customer account or the Equipment with or without the Customer's knowledge or consent.

## 3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Neither party may disclose or make available information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Proprietary Information**"). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of the Customer includes non-public data and other content, in any form or

medium, provided by the Customer to Company to enable the provision of the Services but that is not provided, collected or generated by Company (“**Customer Data**”).

Proprietary Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Proprietary Information to any person or entity, except to the receiving party's employees who have a need to know the Proprietary Information for the receiving party to exercise its rights or perform its obligations hereunder.

Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law (e.g., public record laws, freedom of information laws, etc); or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Proprietary Information, or destroy all such copies and certify in writing to the disclosing party that such Proprietary Information has been destroyed. However, the receiving party can retain Proprietary Information to the extent contained in deleted emails and electronic documents which are archived by or on behalf of the receiving party consistent with the receiving party's standard archival processes but which, in the ordinary course of operations, are not accessible by the individuals who created or received such emails or documents. Each party's obligations of non-disclosure with regard to Proprietary Information are effective as of the date signed and will expire 5 years from the date first disclosed to the receiving party.

3.2 As between the parties, the Customer owns or has the right to use the Customer Data. The Customer grants to Company, during the Term, the right to use Customer Data to the fullest extent necessary or useful for Company to perform the Services, enforce this Agreement, and exercise Company's rights as stated herein. Company owns all Service Data. “**Service Data**” means information and data that Company derives or aggregates from (a) Company's performance of the Services and operation of its software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the implementation of the Services or support, (c) all intellectual property rights related to any of the foregoing, and (d) any data that is based on or derived from the Customer Data and has been provided to the Customer as part of the Services.

3.3 Notwithstanding anything to the contrary, Company has the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein including the resale of the Customer's data granted to Company by the Customer which is expressly prohibited.

#### 4. PAYMENT OF FEES

4.1 The Customer will pay Company the fees described in the applicable Proposal for the Services in accordance with the terms therein (the “**Fees**”). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current renewal term, upon 30 days prior notice to the Customer (which may be sent by email). If the Customer believes that Company has billed the Customer incorrectly, the Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the alleged error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to the Company's customer support department.

4.2 Company may choose to bill through an annual invoice, in which case, full payment for invoices issued in any given year must be received by Company 30 days after the mailing date of the invoice. If the Customer fails to make any undisputed payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) the Customer will reimburse all expenses, including reasonable attorney's fees, incurred by Company to collect any undisputed, unpaid Fees owed by the Customer and (iii) if such failure continues for 10 days or more, Company may terminate the Proposal under which the Fees are unpaid, terminate all Proposals, or suspend its performance of Services under any or all Proposals until the Customer pays the undisputed Fees in full. The Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on the Company's net income.

4.3 Company's goal is to provide the Customer with a value of at least equal to the Fee as provided in Section 4.1. for the Initial Term. If the value provided by the Services in the form of the total of both the back taxes collected and the assessed value added to the tax roll (collectively called “Total Revenue Value Received”) that the Services help to discover is less than the Fee for the Initial Term, Company will refund the difference between the paid Fee and the Total Revenue Value Received after the Initial Term. In order to qualify for a refund, the Customer must, within 30 days of the end of the Initial Term, submit proof that the Customer did apply Company's Services correctly and that the value added to the tax roll is less than the Fees paid for the Term. All refunds are discretionary as determined by the Company. To further clarify, the Company will not provide refunds for requests made after the 30 day refund period from the end of the Initial Term and all Fee payments must be made on a timely basis.

## 5. TERM AND TERMINATION

5.1 The initial term of this Agreement commences as of the date signed by all parties and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until three (3) years from such date (the "**Initial Term**"). This Agreement will automatically renew additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least [30] days prior to the expiration of the then-current term (together with the Initial Term, the "**Term**").

5.2 In addition to any other remedies it may have, either party may terminate this Agreement upon a material breach of this Agreement by the other party (a) immediately, upon written notice to the other party, if the breach is non-remediable, or (b) 30 days after giving written notice to the other party if the other party has failed to cure a remediable breach or provide a written plan of cure reasonably acceptable to the non-breaching party.

5.3 Either party may terminate all Proposals then in effect, upon notice to the other party, if the other party becomes insolvent or the subject of a bankruptcy, conservatorship, receivership or similar proceeding, or makes a general assignment for the benefit of its creditors.

5.4 Upon any termination, Company will make all Customer Data available to the Customer for electronic retrieval for a period of 30 days, but thereafter Company may, but is not obligated to, delete stored Customer Data upon providing the Customer with written notice three business days before the planned deletion, at the earliest on the 27<sup>th</sup> calendar day of the Customer's failure to pay.

5.5 This Agreement will remain active from the date signed until the date on which the Term of the last remaining Proposal between the parties expires or is terminated. Upon expiration or termination of the Agreement, the Customer will pay all due and unpaid Fees without further notice.

5.6 The rights and obligations of the parties set forth in this Section and in Sections which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, indemnification and limitations of liability.

## 6. LIMITED WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE

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 SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, COURSE OF PERFORMANCE, COURSE OF DEALING AND USAGE OF TRADE.

## 7. INDEMNITY

7.1 Each party (the "**Indemnifying Party**") shall defend and indemnify the other party (the "**Indemnified Party**") from and against any damages, liabilities, losses, and costs, including reasonable attorney's fees (collectively, "**Losses**") incurred by the Indemnified Party arising out of claims asserted by a third party against the Indemnified Party to the extent that the Losses are caused by the Indemnifying Party's breach of any of its obligations under this Agreement.

7.2 Company shall hold the Customer harmless from and against any Losses against out of any claim brought against the Customer for direct infringement by the Service of any United States intellectual property right existing as of the date signed; provided, Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; and further provided that such obligation will not apply to the extent any infringement arises from (a) any use of the Services in a manner not authorized by this Agreement or Company, or (b) Company's modification of the Services as instructed by Customer. If a court makes a final, non-appealable determination that the Services are infringing, then Company will, at its expense: (y) modify the Services to be non-infringing without materially affecting Company's obligations to the Customer under this Agreement, or (z) obtain for the Customer a license to continue using the Services. If neither of the foregoing is commercially practicable, Company may terminate this Agreement and the Customer's rights hereunder and provide the Customer a refund of any prepaid, unused fees for the Service. This Section sets forth the Customer's sole and exclusive remedies for any claim of infringement related to the Services under this Agreement.

## 8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER COMPANY NOR ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES WILL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY KIND OR FOR ANY

LOSS THAT COULD HAVE BEEN AVOIDED BY THE CUSTOMER'S USE OF REASONABLE DILIGENCE; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY THE CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

#### 9. DPPA / GLBA & FCRA

The Customer agrees to comply with applicable privacy laws and:

- a) Understands that Homestead Exemption Audit and Proactive Homestead Monitoring results may contain sensitive information governed by federal and state privacy protection laws, including the Federal Driver's Privacy Protection Act of 1994 ("DPPA"), the Gramm-Leach-Bliley Act ("GLBA"), and the Fair Credit Reporting Act ("FCRA"). Accordingly, the Customer hereby represents, acknowledges, and agrees to comply with all federal and state laws regarding privacy and disclosure of personal information, including the DPPA, GLBA, and FCRA; is eligible to receive personal driver's license and motor vehicle records information under the DPPA because its intended use of such information pursuant to this Agreement is permitted by the DPPA; shall not use, disclose, transmit, or in any way release any information it receives from the Company to any unauthorized employee, agent, or third party in violation of the DPPA, GLBA, FCRA, or any other privacy protection law; shall use current and updated security and internal controls to protect the personal information of individuals it receives from a breach of security. Breach of the security of the system means the compromise of the security, confidentiality, or integrity of computerized data that results in, or there is a reasonable basis to conclude has resulted in, the unauthorized acquisition of and access to personal information maintained by the Customer; transmission of personal information received via e-mail or unencrypted via the internet is strictly prohibited; is responsible for ensuring that its employees, agents, or representatives with access or control over personal information received from the Company are trained and educated with regards to the requirements of the DPPA.
- b) Understands the Company is not a "Consumer Reporting Agency," as defined by the FCRA (15 U.S.C. 1681, et seq.) and Homestead Exemption Audit or Proactive Homestead Monitoring results do not constitute a "consumer report," as defined by FCRA, and shall not be subject to FCRA requirements.



## 10. MISCELLANEOUS

(a) **SEVERABILITY.** If any provision of this Agreement is found to be unenforceable or invalid in any respect under any applicable law or rule in any jurisdiction, a court will, if possible, modify the provision to the extent required to make it valid and enforceable. Regardless, the invalidity, illegality or unenforceability of a provision will not affect any other provision, or the enforcement of the provision in any other jurisdiction.

(b) **ASSIGNMENT.** This Agreement is not assignable, transferable or sublicensable by the Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

(c) **FORCE MAJEURE.** With the exception of the Customer's payment obligations, neither party shall be liable for any default or delay in the performance of its obligations hereunder, if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, earthquakes, fire, riots, floods, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, pandemics or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) **COMPLETE AGREEMENT.** This Agreement, together with each Proposal, 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.

(e) **AMENDMENT AND WAIVER.** This Agreement may be amended only with the consent of the affected parties, in writing. A provision of the Agreement may be waived only with the written consent of the party against whom the waiver is asserted. A waiver will be effective only in the specific instances and for the limited purposes for which given, and must be explicit. No action or inaction by a party will be considered an implied waiver.

(f) **INDEPENDENT CONTRACTOR.** Company shall be as an agent of the Customer in performing the Services as provided by this Agreement. However, no other agency, partnership, joint venture, or employment is created as a result of this Agreement and the Customer does not have any authority of any kind to bind the Company in any respect whatsoever.

(g) In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees.

(h) **NOTICES.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

<p>If to Customer:  Neal Groover  Chief Appraiser  Effingham County Board of Assessors  901 N. Pine Street, Ste 106  Springfield, GA 31329  Email: ngroover@effinghamcounty.org</p>	<p>If to Company:  The Exemption Project, Inc.  Attn: Tyler Masterson  320 W OHIO ST, #3W  Chicago, IL 60654  Email: tyler@trueroll.io</p>
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(i) **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions.

(k) **DISPUTE RESOLUTION.** All disputes relating to the interpretation of this Agreement or the rights of the parties hereunder will be exclusively settled by arbitration administered by the American Arbitration Association (“**AAA**”) under its Commercial Arbitration Rules; provided, however, the parties are not barred from seeking appeal within the AAA. Disputes involving \$75,000 or less shall use the AAA’s Expedited Rules. The parties shall mutually agree upon a single commercial arbitrator, and in the absence of agreement, the AAA shall select the arbitrator. The place of arbitration will be Chicago, Illinois. The parties shall share equally in the costs of arbitration payable to the AAA, including the arbitrator. The award of the arbitrator will be accompanied by a reasoned opinion, and the parties agree to participate in the AAA’s optional appellate process should one party so desire, at such party’s expense. Judgment on an arbitration award may be entered in accordance with the Federal Arbitration Act in any federal court having jurisdiction. Either party may, notwithstanding the above, seek equitable relief in any proper court to enjoin a breach or threatened breach of any obligations under this agreement that might cause irreparable harm without any requirement to post bond. ***The parties agree that this mandatory arbitration provision represents an irrevocable and unconditional waiver of the right to a trial by jury in any legal action relating to this Agreement.***

(l) **LIMITATION OF ACTIONS.** No action, regardless of form or substance, arising out of this Agreement or the performance or nonperformance of any obligation hereunder may be brought more than one year after a party knew or should have known of the occurrence of the event giving rise to such cause of inaction by a party will be considered an implied waiver.

[Signature page follows.]

On this \_\_\_\_ day of \_\_\_\_\_ 2023, the parties have signed this Agreement.

<div>Tyler Masterson, President &amp; CEO</div> <div>The Exemption Project, Inc (TrueRoll™)</div>	<div>Wesley Corbitt</div> <div>Chairman</div> <div>Effingham County Board of Commissioners</div>
<div>_____</div> <div>Signature</div> <div>_____</div> <div>Name, Title</div>	<div>_____</div> <div>Signature</div> <div><u>Wesley Corbitt, Chairman</u></div> <div>Name, Title</div>



# Proactive Homestead Monitoring™

An end-to-end solution for managing exemption roll accuracy and new application verification. TrueRoll will empower the Effingham County Board of Assessors to correct & **monitor its exemption roll in real-time.**

## Prepared For:

Neal Groover  
Chief Appraiser  
Effingham County Board of Assessors  
901 N. Pine Street, Ste 106  
Springfield, GA 31329

Prepared On: February 7, 2023

## Prepared By

Mike Sarver  
VP of Homestead at TrueRoll  
mike@trueroll.io  
985.966.4663

# About TrueRoll

TrueRoll empowers over 60 local governments across the country to maintain accurate property tax rolls by identifying unqualified and unclaimed homestead exemptions using data science and automation.

For over a decade, cofounders Tyler Masterson and Joseph Walsh, Ph.D., have built government data solutions. It came to their attention that there was a need to modernize and automate the homestead exemption lifecycle. Utilizing data and industry-focused business logic, they created TrueRoll, which allows offices to **automatically vet new exemption applications and proactively identify unqualified and unqualified homestead exemptions, in real-time.**

## Challenge

The process for identifying unqualified exemptions typically relies on a single-point-in-time batch audit or time-consuming investigative tasks like reviewing returned mail, investigating every new exemption application, or researching properties that send their mail to a non-situs address.



## Solution

TrueRoll Proactive Homestead Monitoring™: Thousands of federal, state, local, and proprietary databases enable TrueRoll to discover and contextualize data on individual owners and parcels in ways not currently possible for government agencies. Our award-winning<sup>1</sup> online platform gives your staff the power to identify errors, manage, and update your tax roll proactively.

Our 60+ customers, located in 8 states (TX, FL, LA, IL, WA, GA, UT, HI), use TrueRoll to **free up time, create taxation fairness, identify new revenue, and generate trust.**

<sup>1</sup> <https://www.govtech.com/100/2022> - Government Technology Magazine names TrueRoll to the top 100 government technology companies "focused on, making a difference in state and local government agencies across the United States." - TrueRoll made the list 2 years in a row!

# ■ The Promise of TrueRoll's Approach

TrueRoll's unique approach focuses on the **Past, Present & Future**, and is the only full-lifecycle exemption administration solution on the market.

<< Past Review <b>Historical</b> Exemptions	Present Vetting <b>New</b> Exemption Applications	Future >> Proactively <b>Monitoring</b> All Exemptions
<p>TrueRoll performs an AI-powered historical review of your exemption roll dating back up to 10 years to make sure your tax roll is current and monies owed are paid.</p>	<p>New exemption applications come in every day, often 1000s per year that take multiple employees months to review. New applications can now be automatically vetted, approved/denied with TrueRoll using a fraction of the resources.</p>	<p>Tax rolls are dynamic. The only way to keep them accurate is to monitor the qualification status of each exemption enrollee in real-time and notify the citizens proactively when their qualification status changes. <b>No more audits and no more multi-year back-tax processes.</b></p>

The benefits to our customers of this full lifecycle approach are the following:

1. **Increased tax revenues** by removing unqualified exemptions and identifying unqualified auto-renewals **before** they renew.
2. **Increased social equity** by identifying **unclaimed** exemptions -- owners eligible for homesteads but are not currently enrolled.
3. **Reduced citizen disruption** by eliminating the problematic collection of back-taxes by proactively identifying disqualified exemptions before fines are necessary.
4. **Time savings for Board of Assessor staff** by automating the identification of unqualified exemptions across 1,000s of data sources, removing the need to monitor rental sites manually, check returned mail, and read endless obituaries.



- 5. Improved relationship between the taxpayers** and your office through positive press associated with removing unqualified exemptions and enrolling qualified homeowners.<sup>2</sup>

## TrueRoll's Core Capabilities

The TrueRoll service scours 1,000+ data sources and produces a prioritized list of potentially unqualified exemptions for review by your staff.

At the highest level, our customers provide their tax roll and new exemption applications to our team via a CAMA-connected interface. We then provide you with potentially unqualified exemptions and accompanying contextualized evidence of compliance or non-compliance in an easy-to-use web interface.

TrueRoll Proactive Homestead Monitoring has three main components:



### Discovery

Our platform scours many national and local data sources - from the tax rolls of over 3,000 county offices to DMV databases to rental listings to social media profiles - to uncover potentially unqualified homestead exemptions.

Our business rules are configurable so you see only the “flags” your office cares about.

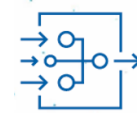


### Decision

With our Assisted or Full-Service Audit option, TrueRoll's trained investigators will review some or all of your potentially unqualified exemptions (we call them Candidates), perform additional research, and provide your team an Investigation Report recommendation on each exemption's qualification status and recommended next steps (denial, back taxes, etc.).

Once we discover the potentially unqualified exemptions, the next step is to use our detailed owner and property history information to decide on the qualification status of each.

TrueRoll prioritizes the Candidates based on artificial intelligence so your office can spend its time where it will



### Action

Once you've decided on what action to take, TrueRoll will help you take the next step by providing features to help you contact the citizen, send out a denial letter, and capture the audit history of every action taken against that parcel.

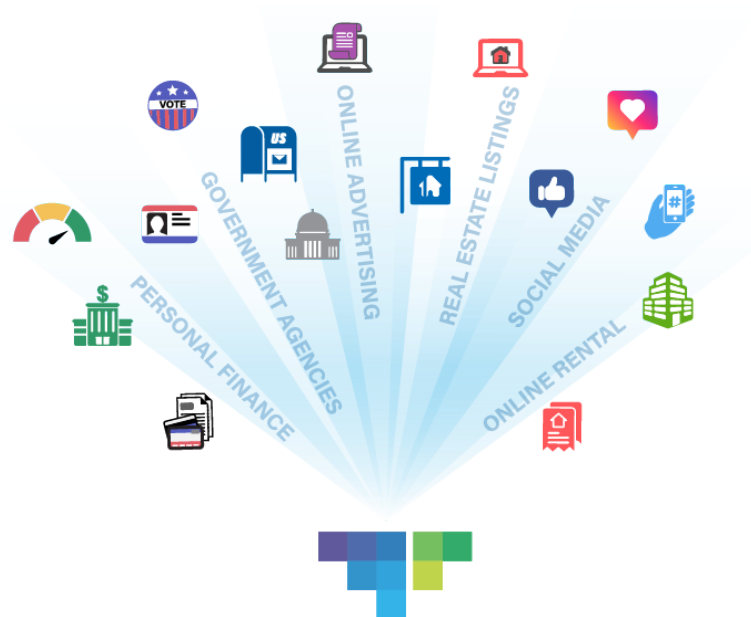
Our configurable workflow maps to your end-to-end exemptions administration process.

<sup>2</sup> All deployments come with an optional PR module to easily create positive coverage around your exemption equality initiative.

have the biggest impact.

## Our Comprehensive Data Sources

TrueRoll data was designed **specifically for determining the qualification of homestead exemptions and applications.**



*The TrueRoll platform includes proprietary data and business rules specifically configured for your office.*

### Core Exemption Datasets

- National Tax Parcel Databases
- State Driver's License Databases
- USPS Change of Address Database
- Federal Master Death File
- State and Local Vital Statistics Data
- National & Local Obituary Listings
- Voter Records
- Owner Credit / Address Histories
- Vehicle Registrations
- Utility History
- Court Filings
- Eviction cases (often signifies rentals)
- Liens / Judgments / Bankruptcies

### TrueRoll Proprietary Data Sources

- Veterans/Active Duty Dataset
- Local MLS Rental/Lease Listings
- Historical Address Vacancies
- Undiscovered Duplexes
- Juror Excusal Reasons
- Direct Integration with your CAMA
- TrueRoll National Rental Database
- Custom Data for Your Jurisdiction such as:
  - Returned Mail to your Office
  - Rental Registrations
  - Your Active Investigations
  - Open Data or 311 Data
  - Fraud Hotline

## ■ The TrueRoll Data Science Process

Our proprietary data science process solves the complex challenge of person-and-parcel entity matching across disparate data sources and presents actionable insights.



*"With this project, were not only going to identify unqualified exemptions, it gives us perspective on how to **organize our entire exemption workflow.**"*  
- Rob Ross, Chief Data Officer, Cook County IL

### Step 1: Cleansing & Preparation

After requesting your tax roll data, we cleanse and process it against our thousands of data sources (public, private, purchased, scraped, etc.). We use 100's of exemption eligibility criteria modeled off your state's legislative code to find exemptions that may be unqualified.

### Step 2: Researching & Prioritization

TrueRoll then prioritizes the potentially unqualified exemption (we call them "Candidates") to your [www.trueroll.app](http://www.trueroll.app) web application INBOX based on confidence levels. If you are a TrueRoll Assisted or Full-Service Audit customer, trained TrueRoll investigators will perform the investigation work for you.

### Step 3: Decision & Action

Based on the flags that TrueRoll presents and any investigation our team has performed on the Candidate parcels, your team can take the necessary action: remove the exemption, deny it for future years, lien, back assess, or other.

### Step 4: Proactively Monitor Exemption Enrollees & New Applicants

Lastly, TrueRoll will proactively monitor existing enrollees and new exemption applicants. This proactive monitoring process identifies a parcel as potentially unqualified due to a move, rental listing, or other flags.

**Implementation typically takes two weeks to complete after your data is received.**

# Going Beyond Point-in-Time List Audits

TrueRoll.app provides **real-time discovery** of disqualifying events in your tax roll and provides workflow capabilities that keep data fresh, capture parcel history, and makes investigation work simple.

TrueRoll.app's web-based application displays a list of potentially unqualified exemptions (Candidates). A Candidate is an owner/parcel flagged based on the rules that match your state's eligibility requirements and your local knowledge. Over time, TrueRoll learns from your work via AI-powered feedback. It continues to provide the results that matter to your office, allowing you to focus your investigations on the Candidates that matter most.

## Candidates List Screen

The screenshot shows the TrueRoll web application interface. At the top, the TrueRoll logo is on the left, and navigation links for Candidates, Tax Roll, Admin, and Logout are on the right. Below the header is a 'Candidates List' section with a search bar and various filters. The main area displays a table of candidates with columns for Parcel Number, Details, Flags, Status, and Priority. The table lists two candidates: 13100 and 37114. The Priority column shows a circular gauge icon for each candidate. Numbered callouts 1 through 5 highlight specific features: 1. Search bar, 2. Queue-specific Filters, 3. Summary level review of parcel and flag information, 4. Priority sorted list via artificial intelligence, and 5. In-app chat and email support.

Parcel Number	Details	Flags	Status	Priority
13100	<p>Owner: [Redacted]</p> <p>Situs: [Redacted]</p> <p>Mail: 3312 [Redacted] Nw, Washington, Dc 20008</p> <p>Exemption(s): Over 65   Homestead</p> <p>Deed/Qual: 1/1/1993</p>	<p>Deceased</p> <p>Situs Mail Differ</p> <p>Out of County Mail</p> <p>Out of State Mail</p> <p>Address Change</p> <p>Lives Elsewhere</p>	<p>Queue: Inbox</p> <p>Prev Queue:</p> <p>Updated On:</p> <p>Identified On: 5/27/2022</p>	4
37114	<p>Owner: [Redacted]</p> <p>Situs: [Redacted]</p> <p>Mail: 13724 W [Redacted] Litchfield Pk, Az 85340</p> <p>Exemption(s): Homestead   Over 65</p> <p>Deed/Qual: 1/1/2006</p>	<p>Deceased</p> <p>Situs Mail Differ</p> <p>Out of County Mail</p> <p>Out of State Mail</p> <p>Address Change</p> <p>Lives Elsewhere</p>	<p>Queue: Inbox</p> <p>Prev Queue:</p> <p>Updated On:</p> <p>Identified On: 5/27/2022</p>	5

1. Work Queues that map to your exemption administration business process
2. Robust search capabilities
3. Summary level review of parcel and flag information
4. Priority sorted list via artificial intelligence
5. In-app chat and email support

## Candidates Details Screen

**TrueRoll** Candidates Tax Roll Admin Logout

**Candidate Details: 501 N Clinton St, 806, Chicago, IL 60654**

**SITUS INFO**

Address: 501 N Clinton St, 806, Chicago, IL 60654

Parcel Num: 17-09-112-107-1031

Owner(s): buyer: mitchell sean; mail: jism llc

Class Desc: residential condominium

Exemption(s): homestead

Market \$: \$474,230.00

Assessed \$: \$138,285.00

Deed Date: 12/13/2019

County URL: [Link](#)

**MAILING INFO**

Address: 236 Coe Rd, Clarendon Hl, IL 60514

County: DuPage

**CANDIDATE STATUS**

Queue: Inbox

**FLAG DETAILS**

FLAG	DETAILS	DATE
Multiple HSE out of Jurisdiction	236 Coe Rd, Clarendon Hills IL 60514-1002 county: DuPage County, IL parcel: 0902307012 LBSCS function: Private household owner name: Sean Mitchell mailing address: 236 Coe Rd, Clarendon Hills IL 60514-1002 exemption info: Dual Homestead value: \$297,800 match type: owner, address source: national parcel database date label: last refresh	10/28/20
Situs Mail Differ	mail address: 236 coe rd, clarendon hills, il 60514 dupage match type(s): house nbr, full address source: tax roll date label: tax roll, as of	8/12/20
Out of County Mail	mail address: 236 Coe Rd, Clarendon Hills, IL 60514 mail county: DuPage County, IL match type: geocode, city name source: tax roll date label: tax roll, as of	8/12/20

**Map**

501 N Clinton St, Chicago, IL 60654

**Update** Add Flag Labels Attach Doc

By Updating a Candidate, you can change a Candidate's existing details and Queue.

Queue:

Reason:

Unqualified Start Yr:

Lien:

☐ Add Note

**UPDATE**

**Documents**

None

**Update Type** Details User Date

User Update	Candidate moved from: Inbox to: Unqualified Unqualified Start Year: 2013 Reason: Not Primary Residence Note: Property flagged as a rental investigation showed property has homestead exemption.	Stephen G	2/22/21
New Label	New Label added: EEU Initial 300	85user	2/12/21

Records 1-2 of 2

© 2021 TrueRoll

*The Candidate Details Screen brings information from your CAMA, TrueRoll's data sources, and your analysts' notes into one screen*

## Candidate Details Screen Features

- Displays data from your CAMA about the situs property and exemption recipients.
- "Flags," tell the context of what's happening at a property to help you determine if the exemption is valid
- All actions taken against a Candidate are tracked in the Candidate History panel to provide a dedicated audit trail
- Assign a Candidate a custom "Label" to manage your workflow (field visits and managerial reviews)
- Add custom flags on the fly (a piece returned mail, neighbor calls to report fraud)
- Upload files, photos, and anything you need to help you support your decisions
- Assign the investigation to someone else in your office

## Configuration Screens to Meet Your Specific Needs

TrueRoll projects leverage our Customer Success Delivery Methodology<sup>3</sup> to ensure our algorithms are tailored to your specific needs

### Admin

#### Configuration

- Report: Candidate Status
- Report: Candidate Docket
- Search: Label
- Update: Archive Candidates
- Update: Quest. Responses
- Train: Video Modules

#### Admin

- Report: Mail Merge
- Config: Labels
- Config: Quest. Templates
- Config: New User
- Search: Unclaimed Exemptions

Label Name ▾

Office Hours Investigations

No File - 2020

Interesting Cases

Gold Book - 2020

EEU Initial Training Set

Citizen Complaint

Records 1-7 of 7

### Candidate Docket Report

Right click and select print to generate a printed or pdf version of this docket using your browser's print function

#### Candidate Details

##### SITUS INFO

Address 3520 [redacted] Tx 78801

Parcel Num 17997

Owner(s) [redacted] EVERETT R

Class UNK

Exemption(s) Over 65 Surviving Spouse | Homestead

Market \$ \$278,688.00

Assessed \$ \$257,852.00

Qualification Date 1/1/2002

County URL [Link](#)

##### MAILING INFO

Address 2648 [redacted] Field Rd, [redacted], Tx 78801

County Uvalde

##### CANDIDATE STATUS

Queue Inbox

Printer-friendly screen

#### Candidate Flags

FLAG	DETAILS	DATE ▾
EVERETT RAY		
Deceased	last residence: 2648 [redacted] FIELD RD, [redacted], TX [redacted] source: pcoa match type: name, address date label: pcoa source date	5/31/22
Situs Mail Differ	mail address: 2648 [redacted] FIELD RD, [redacted], TX [redacted] mail county: [redacted] source: tax roll match type: house nbr, full address date label: tax roll, as of	5/11/22
309 AILEEN ST, PLAINVIEW, TX 79072		
Multi Properties	county: HALE COUNTY, TX parcel: 11758 property classification: single family residence owner name: [redacted] mailing address: 2648 [redacted] FIELD RD, [redacted], TX [redacted] assessed value: \$41,533.00 market value: \$41,533.00 source: national parcel database match type: address, last name, first initial	12/2/21

Configuration occurs in the Admin Interface  
-Reports, Batch Questionnaire printing,  
and User Management

Features like the Candidate Docket Report  
(printer friendly version of TrueRoll evidence)  
were requested and implemented based on  
requirements requested by Fulton County, GA

"When you adopt a new product, you are always worried it might be too complicated to be worth it, **but TrueRoll couldn't be easier to use, we love it so far!**"  
- Mark Miller, Supervisor of Assessments, IPAI Exemptions Course Instructor  
-Marion County, IL



<sup>3</sup> <https://www.trueroll.io/blog-customer-success> describes why our approach to "Customer Success" is so key to the outcomes of our customers.



# Proprietary Features for Your Analysts

Proprietary Direct-2-Parcel™ and TrueMail Merge™ features exemplify how TrueRoll allows your office to quickly identify, research, and communicate with a taxpayer about an unqualified exemption.

## Direct-2-Parcel™

TrueRoll may discover a duplicate exemption in another jurisdiction. To verify the current status of that additional exemption, you can simply click on the link within TrueRoll. It will take you directly to the parcel details screen on the other jurisdiction's website.

## Mail Tracking

Data from TrueRoll can batch export data to mail merge with your office's communication templates. Our customers use this for questionnaires, denial letters, and other citizen contact forms.

# ■ Unclaimed Exemption Identification

Optional, no additional fee.

**The goal of most of our clients is to optimize taxation-equity and fairness** across their tax base by ensuring that all qualified homeowners are aware of and receiving the benefits afforded to them by state and local exemption laws.

To accomplish these goals, TrueRoll applies the same data science principles described in sections above to identify homeowners that possess qualifying criteria but are not receiving an exemption. The primary objectives of this capability are to:

- 1. IDENTIFY:** Use multiple data sources and advanced data science techniques to identify as many homeowners with unclaimed exemptions as possible.<sup>4</sup>
- 2. PRIORITIZE:** Prioritize the results based on level-of-confidence to optimize awareness campaigns.
- 3. COMMUNICATE:** Maximize the public exposure of this data-driven effort to enroll homeowners to progress our client's mission of taxation equality.

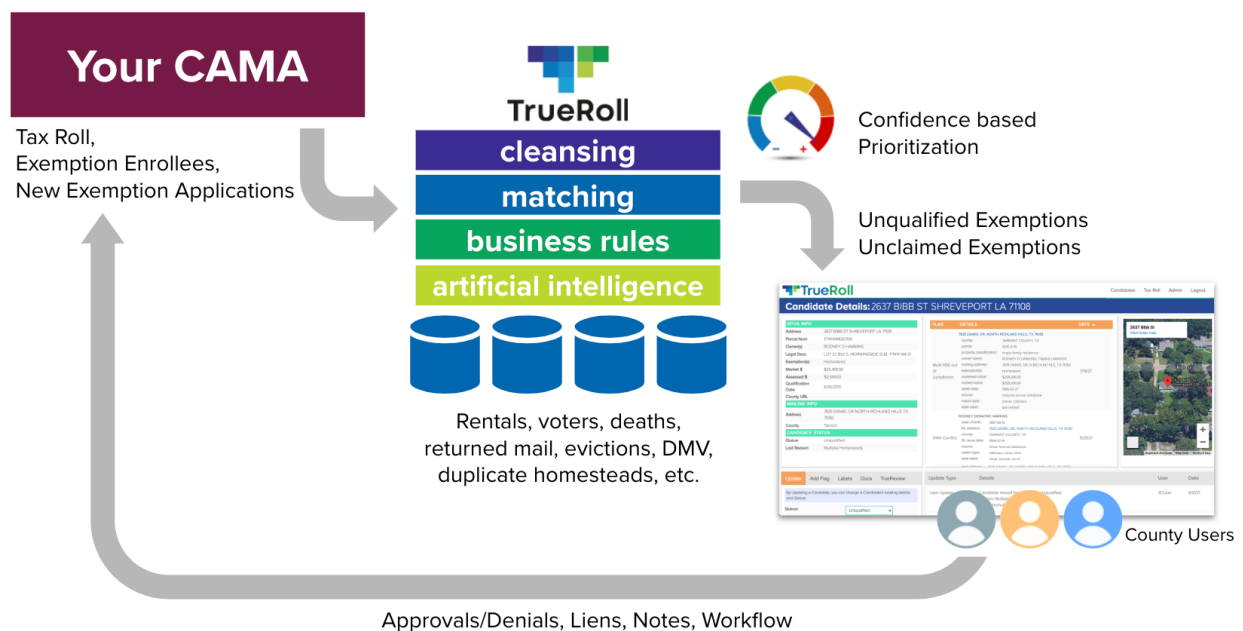
*"We chose TrueRoll because **you're flexible in your approach, more cost effective**, and allow us to identify unclaimed exemptions as well as unqualified exemptions"*  
*- Eddie Creamer, Property Appraiser, St John's County FL*



<sup>4</sup> TrueRoll's unqualified exemption campaigns have helped enroll hundreds of new & qualified exemptions in jurisdictions just like yours (Cook County, IL, St Johns County, FL, etc).

# TrueRoll Integrates to your CAMA

Your CAMA system and TrueRoll stay in sync. Your tax roll **and new exemption applications** get sent to TrueRoll for analysis. Workflows initiated in TrueRoll get sent back to your CAMA for action.



*TrueRoll receives data from your CAMA, processes and monitors new applications and existing enrollees. That data is then made available to our internal investigators (in a Full-Service audit) and your office users for review and decision making. Approvals, back assessments, notes, and workflow triggers get sent back to your CAMA in a format your IT staff can work with.*

## TrueRoll CAMA integration partners include but are not limited to

- ★ Tyler Technologies: IAS World, Orion, Assessment Connect
- ★ Vision CAMA
- ★ I3 Software & Services
- ★ GSA (Government Software Assurance)
- ★ Custom CAMA
- ★ Patriot Properties CAMA
- ★ Harris Govern, PACS
- ★ Devnet
- ★ MARS CAMA
- ★ SmartCAMA™ by PRAESES
- ★ Home-grown CAMA systems in Lee FL, Cook IL, King WA, etc.

## TrueRoll Differentiators

Every homestead solution must have reliable data, intelligent person-parcel matching, and a straightforward way to deliver the information to your office. However, not all homestead solutions are created equal.

	Differentiator	Why it Matters	Example
<b>Our Singular Focus on Homesteads</b>	Typically, big data providers sell to public safety, courts, investigators, banks, and libraries. TrueRoll's sole focus is homestead exemption accuracy, which gives us unique expertise on the subject.	We've assembled data from sources relevant to exemption qualifications that our competitors don't have, like online rental histories, MLS data, military data, and address vacancies.	We allow customers to submit custom data sets like returned mail, rental registries from their taxing districts, and citizen complaint data. Each dataset enhances the dataset with local intelligence.
<b>Proactive Monitoring</b>	TrueRoll monitors 1000s of datasets in real-time and provides those updates seamlessly to the user so that the data is relevant at the time of review.	Real-world data is dynamic. There will be gaps in homestead compliance and lost revenue without proactive monitoring. Proactive monitoring is also an opportunity to communicate with your citizens about their changing exemption status.	A homeowner had a qualified exemption on Jan 1, 2021. They move and rent out their home in mid-2021. Now they are ineligible. TrueRoll would identify that in real-time.
<b>Web-based</b>	Unlike our competitor's list-based service, we deliver unqualified exemptions through an easy-to-use web-based workflow system. We also integrate with your CAMA.	A web-based application (vs a list service) provides up-to-date data, there is no way to successfully manage a dynamic tax roll without it.	When a citizen calls in to ask why their exemption was removed, customer service staff in your office can review the case history in TrueRoll and better handle the citizen information request.
<b>Artificial Intelligence Improves Over Time</b>	TrueRoll uses AI in the form of <i>machine learning</i> to improve its results as you use it.	TrueRoll is a time-saving tool that surfaces the parcels most likely to be unqualified to the top of your inbox, so you use your resources only on the parcels most likely to be unqualified.	In some jurisdictions, vacancy flags are more prevalent and better predictors of an unqualified exemption. In others, it's rental flags. TrueRoll learns this over time and either promotes or demotes these flags based on your jurisdiction's results.

## Pricing

TrueRoll guarantees over **100% ROI each year.**

TrueRoll can often pay for itself in collected back taxes alone, but to understand the full ROI consider all of the benefits

### Collections

Back taxes collected from historically unqualified exemptions

### New Assessed Value

The annual value of future tax revenue that is added to the tax roll by removing unqualified exemptions that would otherwise have been renewed.

### Efficiency Savings

Value of staff time saved identifying and investigating properties using manual processes versus automated identification

The pricing table below describes our 3 service level offerings:

Self Service	Assisted Service	Full Service
CAMA data import	CAMA data import	CAMA data import
Effingham County Tax Assessor-specific configurations	Effingham County Tax Assessor-specific configurations	Effingham County Tax Assessor-specific configurations
TrueRoll Proactive Monitoring™ for Unqualified Exemptions, unlimited users	TrueRoll Proactive Monitoring™ for Unqualified Exemptions, unlimited users	TrueRoll Proactive Monitoring™ for Unqualified Exemptions, unlimited users
TrueRoll Customer Success Delivery Methodology™: Training, bi-weekly project meetings & quarterly updates	TrueRoll Customer Success Delivery Methodology™: Training, bi-weekly project meetings & quarterly updates	TrueRoll Customer Success Delivery Methodology™: Training, bi-weekly project meetings & quarterly updates
Unclaimed Exemption Identification	Unclaimed Exemption Identification	Unclaimed Exemption Identification
	Up to <b>25**</b> Unqualified Exemption Investigation Reports per year by TrueRoll Certified Exemption Investigators	Full Audit investigative services for all ~13,300 exemptions by TrueRoll Certified Exemption Investigators
	CAMA data address cleanse for CAMA import	CAMA data address cleanse for CAMA import
		Press Kit and promotional support

**\$10,900/yr**

**\$22,500/yr**

**Call for Pricing**

#### Pricing Notes

- ★ Pricing based on ~13,300 exempt parcels monitored, discount based on 3-year contract
- ★ Pricing Expires 30 days from proposal date on cover page
- ★ \*\* Number of Reports for Assisted Service is based on your need - changes may update price
- ★ AppVetting (New Application Vetting Reports) may become available if CAMA vendors are willing to collaborate with TrueRoll and share information as required. To be determined.

## Staff Report

**Subject:** Approval of Professional Services Agreement with Schneider Geospatial, LLC for a qPublic.net Add-On for the Tax Assessor's Office

**Author:** Alison Bruton, Purchasing Agent

**Department:** Tax Assessor

**Meeting Date:** April 14, 2023

**Item Description:** Professional Services Agreement with Schneider Geospatial, LLC for a qPublic.net Add-On for the Tax Assessor's Office

**Summary Recommendation:** The Chief Appraiser requests approval of the Professional Services Agreement with Schneider Geospatial, LLC for a qPublic.net Add-On for the Tax Assessor's Office

### Executive Summary/Background:

- The Chief Appraiser requested a proposal from Schneider Geospatial, LLC for an add-on to the qPublic.net system which would allow for all Personal Property Forms to be online and allow for the online submittal of returns/appeals.
- There is a one-time set up cost of \$5,880.00, and an annual hosting total of \$4,248.00. This program has been included in the FY24 budget request for the Tax Assessor's Office. This agreement will continue until June 30, 2025. This agreement will automatically renew for successive one (1) year terms, subject to termination as described in the agreement.
- This agreement has been reviewed and approved to form by the County Attorney.

### Alternatives for Commission to Consider

1. Approval of the Professional Services Agreement with Schneider Geospatial, LLC for a qPublic.net Add-On for the Tax Assessor's Office
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Tax Assessor, Purchasing, Finance

**Funding Source:** Tax Assessor Operating Budget

**Attachments:** Professional Services Agreement



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial, LLC**, a Delaware Limited Liability Company, whose place of business is 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 ("PROFESSIONAL") and **Effingham County, Georgia** whose place of business is: 901 North Pine Street, Room 106, Springfield, GA 31329 ("CLIENT").

### 1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

#### A. **qPublic.net Add-Ons**

##### a. Additional components elected by CLIENT:

###### a) **Account Management**

This add-on will allow CLIENT's **qPublic.net** website administrator to manage user roles, permissions and expiration of user accounts for subscriptions and internal staff users.

###### b) **Forms & JotForm License (1 Additional License)**

PROFESSIONAL will add web pages representing the following forms. All forms will be accessible from CLIENT's **qPublic.net** website.

- Personal Property Marine Form
- Personal Property Business Form
- Personal Property Aircraft Form
- Freeport Supplemental Information Form

Forms will include automatic population of relevant data fields for selected parcels, using information from the **qPublic.net** database. Application form fields and content will be based on the State of Georgia's existing, standardized application forms; however, layout of the forms may have differences between the State of Georgia's PDF form and the web form on **qPublic.net**.

The **qPublic.net** forms add-on will leverage a third-party online form data management system, named JotForm, for secured data storage and access. JotForm may require CLIENT's staff to use a separate login to access and download submitted forms' data. CLIENT agrees to JotForm Inc's Terms of Use at <https://jotform.com/terms> and Privacy Policy at <https://jotform.com/privacy>. JotForm License Fee is subject to change and may require a change to this agreement, or a replacement agreement, prior to the end of this agreement's term.

Forms hosting services do not include replacement of existing forms with new versions. Additional setup fees may be required to replace an existing form with a new version of a form. Setup services for form replacement, if needed, will be contracted in a separate agreement.

###### c) **Database Connection**

##### **qPublic.net** Database Connection for Personal Property

###### 1) **Beacon/qPublic.net** Parcel Search & Report Module.

PROFESSIONAL will develop **qPublic.net** parcel search and report modules that are compatible with CLIENT's personal property accounts data from their WinGAP system.

#### HEADQUARTERS

Historic Fort Harrison  
8901 Otis Avenue, Suite 300  
Indianapolis, IN 46216

#### Ankeny, Iowa

1450 Southwest Vintage Parkway  
Suite 260  
Ankeny, IA 50023

2) **DATA ETL Configuration**

PROFESSIONAL will configure an automated routine to transfer data (personal property accounts) from CLIENT's WinGAP system to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.

**2. Payment for Services.**

CLIENT shall compensate PROFESSIONAL for the Services as follows:

**A. Product****a. One-time Setup Cost: \$5,880**

Setup items:

Database Connection – Personal Property	Included
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Forms:

-Personal Property Marine Form	Included
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-Personal Property Aircraft Form	Included
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-Freeport Supplemental Information Form	Included
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-Personal Property Business Form	Included
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Subtotal:	\$8,232
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Discount:	(\$2,352)
-----------	-----------

Total:	\$5,880
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**b. Annual Hosting: \$4,248**

Hosting items:

Account Management:	Included
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Forms:

-Personal Property Marine Form	Included
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-Personal Property Aircraft Form	Included
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-Freeport Supplemental Information Form	Included
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-Personal Property Business Form	Included
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-JotForm License (1 Additional)	Included
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**B. Payment Schedule****Year 1 June 1, 2023 – September 30, 2023: \$5,880**

(Setup: \$5,880, Hosting Start Date is October 1, 2023)

**Year 2 October 1, 2023 – June 30, 2024: \$3,186**

(Hosting \$3,186-prorated)

**Year 3 July 1, 2024 – June 30, 2025: \$4,248**

**Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.**

*If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.*

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

**3. Terms of Service.** Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at <http://schneiderGIS.com/termsofservice>. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

**4. Term, Termination and Renewal.** The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

**5. Additional Data Hosting.** PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website – such as orthophotos, scanned documents, etc.

**6. Assignment.** PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

**7. Rights and Benefits.** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

**8. Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

**9. Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

**Pricing is valid through March 31, 2023.**

**PROFESSIONAL:**  
Schneider Geospatial, LLC

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

Print: Jeff Corns, GISP

Title: President

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

**CLIENT:**  
Effingham County, Georgia

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

Print: \_\_\_\_\_

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

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

## Staff Report

**Subject:** Approval of Contract 23-ITB-023 with Legacy Water Group, LLC for the Blue Jay Road Water Line Extension Loop B Construction

**Author:** Alison Bruton, Purchasing Agent

**Department:** Water/Sewer

**Meeting Date:** April 18, 2023

**Item Description:** Contract 23-ITB-023 with Legacy Water Group, LLC for the Blue Jay Road Water Line Extension Loop B Construction

**Summary Recommendation:** Staff recommends Approval of Contract 23-ITB-023 with Legacy Water Group, LLC for the Blue Jay Road Water Line Extension Loop B Construction in the amount of \$7,313,345.00

### Executive Summary/Background:

- In January staff posted an ITB for the construction of the Blue Jay Road Water Line Extension 'Loop B.' Hussey, Gay, Bell is the engineer for this project. 401 users were notified through the County OpenGov Procurement site, and 956 users were contacted through the Georgia DOAS site. Six (6) vendors attended the pre-bid meeting for the project.
- Two bids were received for the project:
  - Legacy Water Group, LLC - \$7,313,345.00
  - United Grading - \$8,980,000.00
- These submittals were reviewed by Hussey, Gay, Bell staff and they recommend award to Legacy Water Group, LLC.

### Alternatives for Commission to Consider

1. Approval of Contract 23-ITB-023 with Legacy Water Group, LLC for the Blue Jay Road Water Line Extension Loop B Construction in the amount of \$7,313,345.00
2. Take no action.

### Recommended Alternative: 1

### Other Alternatives: 2

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

**Funding Source:** ARPA and Grant funds

### Attachments:

1. Recommendation by HGB
2. Contract 23-ITB-023



April 6, 2023

Mr. Tim Callanan  
County Manager  
Effingham County Board of Commissioners  
601 N. Laurel Street  
Springfield, GA 31329

**RE: Blue Jay Road Water Main Extension B  
Effingham County, Georgia**

Dear Mr. Callanan:

The following bids were received on April 4, 2023, for the above referenced project:

Legacy Water Group, LLC	\$7,313,345.00
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United Grading	\$8,980,000.00
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As indicated above and on the attached Bid Abstract, the low bid was submitted by Legacy Water Group, LLC. We recommend awarding the contract in the amount of \$ 7,313,345.00 to Legacy Water Group, LLC. It is our opinion that Legacy Water Group, LLC has the experience and resources to successfully complete the work required under the Blue Jay Road Water Main Extension B project.

Please contact me if you have any questions.

Sincerely,  
HUSSEY GAY BELL

Chris Burke, P.E.

Blue Jay Road Water Main Extension B							
Certified Bid Abstract							
Line Item	Description	Quantity	Unit	Legacy Water Group, LLC		United Grading	
				Unit Cost	Total	Unit Cost	Total
1	8" RJ PVC Water Main installed by open cut	90	LF	\$76.00	\$6,840.00	\$93.00	\$8,370.00
2	16" PVC Water Main installed by open cut	8470	LF	\$122.00	\$1,033,340.00	\$159.25	\$1,348,847.50
3	16" RJ PVC Water Main installed by open cut	2550	LF	\$164.00	\$418,200.00	\$195.25	\$497,887.50
4	16" PVC Reuse Water Main installed by open cut	22150	LF	\$120.00	\$2,658,000.00	\$156.40	\$3,464,260.00
5	16" RJ PVC Reuse Water Main installed by open cut	330	LF	\$166.00	\$54,780.00	\$196.30	\$64,779.00
6	16" RJ PVC Water Main installed by Jack and Bore	890	LF	\$262.00	\$233,180.00	\$252.30	\$224,547.00
7	16" RJ PVC Reuse Water Main installed by Jack and Bore	30	LF	\$320.00	\$9,600.00	\$258.90	\$7,767.00
8	30" X 0.500" Bituminous Coated Steel Casing installed by Jack and Bore	920	LF	\$620.00	\$570,400.00	\$1,128.00	\$1,037,760.00
9	16" FPVC Water Main installed by Horizontal Directional Drill	1180	LF	\$355.00	\$418,900.00	\$764.50	\$902,110.00
10	Connection to existing 8" Water Main at Marlow Elementary	1	LS	\$15,750.00	\$15,750.00	\$16,573.00	\$16,573.00
11	Connection to existing 16" Water Main at Marlow Elementary	1	LS	\$9,100.00	\$9,100.00	\$6,195.00	\$6,195.00
12	Connect to existing 16" Water Main on Blue Jay Road	1	LS	\$9,100.00	\$9,100.00	\$6,278.00	\$6,278.00
13	Connect to existing 16" Reuse Water Main on Blue Jay Road	1	LS	\$7,250.00	\$7,250.00	\$4,425.00	\$4,425.00
14	2" Water Service Lateral Stub Out	1	EA	\$2,920.00	\$2,920.00	\$4,567.00	\$4,567.00
15	16" 45° RJ Bend	49	EA	\$2,400.00	\$117,600.00	\$2,048.00	\$100,352.00
16	16" 22.5° RJ Bend	7	EA	\$3,100.00	\$21,700.00	\$2,014.00	\$14,098.00
17	16" 11.25° RJ Bend	7	EA	\$2,400.00	\$16,800.00	\$2,061.00	\$14,427.00
18	16"x16" RJ Tee	1	EA	\$5,800.00	\$5,800.00	\$3,372.00	\$3,372.00
19	16" RJ Plug	1	EA	\$1,750.00	\$1,750.00	\$1,514.00	\$1,514.00
20	16" Gate Valve w/box	13	EA	\$12,600.00	\$163,800.00	\$12,885.00	\$167,505.00
21	16" Full Port Plug Valve w/box	2	EA	\$11,000.00	\$22,000.00	\$10,854.25	\$21,708.50
22	2" Pedestal Mounted Air Release Valve	5	EA	\$7,000.00	\$35,000.00	\$6,596.00	\$32,980.00
23	Fire Hydrant Assembly	26	EA	\$10,100.00	\$262,600.00	\$8,687.00	\$225,862.00
24	Permanent Sampling Station	4	EA	\$3,140.00	\$12,560.00	\$3,020.00	\$12,080.00
25	Water Main Stub-out	2	EA	\$15,300.00	\$30,600.00	\$1,538.00	\$3,076.00
26	Remove and Replace Concrete Drive	220	SY	\$330.00	\$72,600.00	\$315.00	\$69,300.00
27	Remove and Replace Asphalt Drive	1380	SY	\$97.00	\$133,860.00	\$95.25	\$131,445.00
28	Remove and Replace Gravel Drive	740	SY	\$36.00	\$26,640.00	\$25.50	\$18,870.00
29	Grassing, Fertilization and Mulching	52790	SY	\$5.00	\$26,395.00	\$86	\$45,399.40
30	Construction Entrance/Exit	2	EA	\$2,350.00	\$4,700.00	\$7,913.00	\$15,826.00
31	Single Row Silt Fence (SD1-NS)	28880	LF	\$2.50	\$72,200.00	\$3.96	\$114,364.80
32	Double Row Silt Fence (SD1-S)	140	LF	\$9.00	\$1,260.00	\$14.40	\$2,016.00
33	Traffic Control	1	LS	\$98,000.00	\$98,000.00	\$207,200.00	\$207,200.00
34	Remove and Replace Unsuitable Material with Select Backfill	12000	CY	\$0.01	\$120.00	\$0.01	\$120.00
35	Grading, spreading/disposal of excess excavated material, remove and replace signs, remove and replace monuments, tree protection, mobilization, clean-up, insurance, bonds and other miscellaneous items not specifically listed but necessary for a complete job.	1	LS	\$740,000.00	\$740,000.00	\$184,118.30	\$184,118.30
<b>Total</b>					<b>\$7,313,345.00</b>		<b>\$8,980,000.00</b>

I certify that this is a correct Abstract of Bids  
received April 4, 2023.



Chris Burke, P.E.  
HUSSEY GAY BELL



## INVITATION FOR BID

23-ITB-023

### BLUE JAY RD WATER LINE EXTENSION LOOP B CONSTRUCTION



Effingham County  
804 S Laurel Street  
Springfield, GA 31329

Effingham County  
INVITATION FOR BID

23-ITB-023

Blue Jay Rd Water Line Extension Loop B Construction

I. AGREEMENT .....

## 1. AGREEMENT

### 1.1. AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

23-ITB-023 Blue Jay Rd Water Line Extension Loop B Construction

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and LEGACY WATER GROUP, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

#### 1.2. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Work to be performed under this project includes installation of approximately 36,000 LF of 16-inch water and reuse water main by open-cut, jack and bore and horizontal directional drilling with associated valves and hydrants along Blue Jay Road and Highway 17 in Effingham County.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: 23-ITB-023, Blue Jay Rd Water Line Extension Loop B Construction

#### 1.3. Engineer

The Project has been designed by Effingham County Engineering Department’s Consultant, Hussey, Gay, Bell, which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to A/E in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### 1.4. Contract Times

##### 1. Time of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

##### 2. Days to Achieve Completion and Final Payment

The Work will be completed within 365 from receipt of a Notice Proceed.

#### 1.5. LIQUIDATED DAMAGES

1. Contractor and Owner recognize that time is of the essence as stated in preceding Paragraph and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor

agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph above entitled "Contract Times" for Completion until the Work is complete.

## 1.6. Contract Price

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to \$7,313,345.00.

## 1.7. PAYMENT PROCEDURES

### 1. Submittal and Processing of Payments

Contractor shall submit Applications for Payment in accordance with the General Conditions.

Applications for Payment will be processed by A/E as provided in the General Conditions.

### 2. Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in the following section 2.A.1 immediately following as long as the pay request is received by the **1st** of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph above, titled Liquidated Damages.

a. **95** percent of Work completed (with the balance being retainage). The County will retain 5% of the gross value of the completed work as indicated by the current estimate approved by the A/E.

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts as Engineer shall determine and less **150** percent of A/E's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected.

### 3. Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by A/E.

## 1.8. INTEREST

1. All moneys not paid when due as provided in Section 1.30 of The General Conditions and section 2. of the above PAYMENT PROCEDURES Paragraph, shall bear interest at the rate of **1** percent per annum.

## 1.9. CONTRACTOR'S REPRESENTATIONS

1. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and

Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

E. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

F. Contractor has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to Contractor.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## 1.10. CONTRACT DOCUMENTS

### *1. Contents*

A. The Contract Documents consist of the following:

1. This Agreement.
2. General Conditions (as listed in 23-ITB-023).
3. Supplemental Conditions (as listed in 23-ITB-023).
4. Specifications as listed in the table of contents of the Project Manual.
5. Addenda, 4 total
6. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid.
  - b. Documentation submitted by Contractor prior to Notice of Award.
7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice of Award.
  - b. Notice to Proceed.
  - c. Work Change Directives.
  - d. Change Orders.

B. The documents listed in this CONTRACT DOCUMENTS Paragraph section 1.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this CONTRACTS DOCUMENTS section.

D. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

E. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

A Field Order;

1. A/E's approval of a Shop Drawing or Sample; or
2. A/E's written interpretation or clarification.

#### 1.11. COUNTY'S RIGHT TO SUSPEND OR TERMINATE WORK

A. Termination for Convenience. County may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of County, elect to terminate the Contract by delivering to the Contractor, at the address listed for giving notices in this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least seven (7) days prior to the effective date of termination.

B. Termination for Default. If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or if he fails to supply sufficient skilled workers or suitable materials or equipment, make payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work, or if he otherwise violates any provision of the Contract, then the County may, without prejudice to any other right or remedy, and after giving the Contractor and his surety a maximum of seven (7) days from delivery of a written notice, declare the Contract in default and terminate this Contract. In that event, the County may take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor. The County may cause the Work to be completed and corrected by whatever method it deems expedient. If called upon by the County to finish the Work, the Contractor's surety shall promptly do so. In any case, the Contractor and its surety shall be liable to the County for any and all damages and costs incurred by the County as a result of any default by the Contractor, including without limitation all costs of completion or correction of the Work, liquidated damages, attorneys' fees, expert fees, and other costs of dispute resolution. Termination of this Contract pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts for a period of time not to exceed five (5) years.

C. If Contractor's services are terminated by the County pursuant to paragraph A or B above, the termination will not affect any rights or remedies of the County then existing or which may thereafter accrue against Contractor or its surety. Any retention or payment of moneys due Contractor by County will not release Contractor from liability. If it is determined that the Contractor was not in default or that the failure to perform is excusable, a termination for default will be considered to have been a termination for the convenience of the County, and the rights and obligations of the parties shall be governed accordingly.



D. In case of termination of this Contract before completion of the Work, Contractor will be paid only for materials and equipment accepted by the County and the portion of the Work satisfactorily performed through the effective date of termination as determined by the County.

E. Except as otherwise provided in this Contract, neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever.

F. The parties' obligations pursuant to this Contract shall survive any Acceptance of Work, or expiration or termination of this Contract.

### 1.12. INDEMNIFICATION

The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR or other persons or entities employed or utilized by the CONTRACTOR in the performance of the contract. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

### 1.13. INDEPENDENT CONTRACTOR

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

or to exercise control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services.

#### **1.14. MISCELLANEOUS**

##### **1. *Terms***

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

##### **2. *Assignment of Contract***

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound;

B. and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

##### **3. *Successors and Assigns***

A. County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

##### **4. *Severability***

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

##### **5. *Contractor's Certifications***

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of County, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive County of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of County, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on Tuesday, April 18, 2023 (which is the Effective Date of the Agreement).

**COUNTY: Effingham County Board of Commissioners**

By: \_\_\_\_\_ Title: Chairman

Attest: \_\_\_\_\_ Title: County Clerk

Address for giving notices:

804 S. Laurel Street

Springfield, GA 31329

**CONTRACTOR: LEGACY WATER GROUP, LLC**

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

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

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

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Staff Report

**Subject:** Approval of Change Order 1 to Pond & Company for Baker Park Improvements - Task Order 23-REQ-002

**Author:** Alison Bruton, Purchasing Agent

**Department:** Parks & Landscaping

**Meeting Date:** April 18, 2023

**Item Description:** Change Order 1 for Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements

**Summary Recommendation:** Staff recommends approval of Change Order 1 of Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements for design and construction management services for \$55,140.00

### Executive Summary/Background:

- Task Order 23-REQ-002 was issued to Pond to design/engineer the upgrades needed for Baker Park, and to provide bidding/construction management services for those improvements.
- Change Order 1 includes two additional services:
  - Provide additional survey along Courthouse Road to SR 21 regarding public utilities to the park.
  - Restroom/Concession building design services beyond original scope
- Original Contract Total – \$114,788.80
  - Change Order - \$55,140.00
  - New Contract Total - \$169,928.80

### Alternatives for Commission to Consider

1. Approval of Change Order 1 of Task Order 23-REQ-002 to Pond & Company for Baker Park Improvements for design and construction management services for \$55,140.00
2. Take no action.

**Recommended Alternative:** 1

**Other Alternatives:** 2

**Department Review:** Parks & Landscaping, County Manager, Purchasing

**Funding Source:** 2017 SPLOST

**Attachments:** Change Order 1 of Task Order 23-REQ-002

# Change Order # 1

Project: Task Order 23-REQ-002

Contract Date: October 4, 2022

Change Order Effective Date: April 18, 2023

Change Order Issued to: POND & Company  
49 Park of Commerce Way, Suite 203  
Savannah, GA 31405

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	Total
Task 1	Additional Survey	\$12,190.00
Task 2A	Building Concept Design	\$5,568.00
Task 2B	Building Design Development	\$9,280.00
Task 2C	Building Construction Documents and Permitting	\$22,272.00
Task 2D	Construction Observation Services (Billed Hourly NTE)	\$5,830.00
	<b>TOTAL</b>	

The original Contract Sum was.....\$ 114,788.80

Net change by previously authorized Change Orders.....\$ 0

The Contract Sum prior to this Change Order was.....\$ 114,788.80

The Contract Sum will be increased by this Change Order.....\$ 55,140.00

The new Contract Sum including this Change Order will be.....**\$ 169,928.80**

Owner  
 Effingham County Board of Commissioners  
 804 S. Laurel Street  
 Springfield, GA 31329

Contractor  
 POND & Company  
 49 Park of Commerce Way, Suite 203  
 Savannah, GA 31405

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

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

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

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

49 Park of Commerce Way, Suite 203  
Savannah, Georgia 31405

T: 912.704.6985  
www.pondco.com

March 31, 2023

Alison Bruton, Purchasing Agent  
804 S Laurel St  
Springfield, GA 31329  
Email: [abruton@effinghamcounty.org](mailto:abruton@effinghamcounty.org)  
Phone: (912) 754-2159 Ext: 4572

**RE: Baker Park Change Order 01 – Additional Survey and Architectural Design Services**

Dear Ms. Bruton,

The County has requested additional services from Pond as follows:

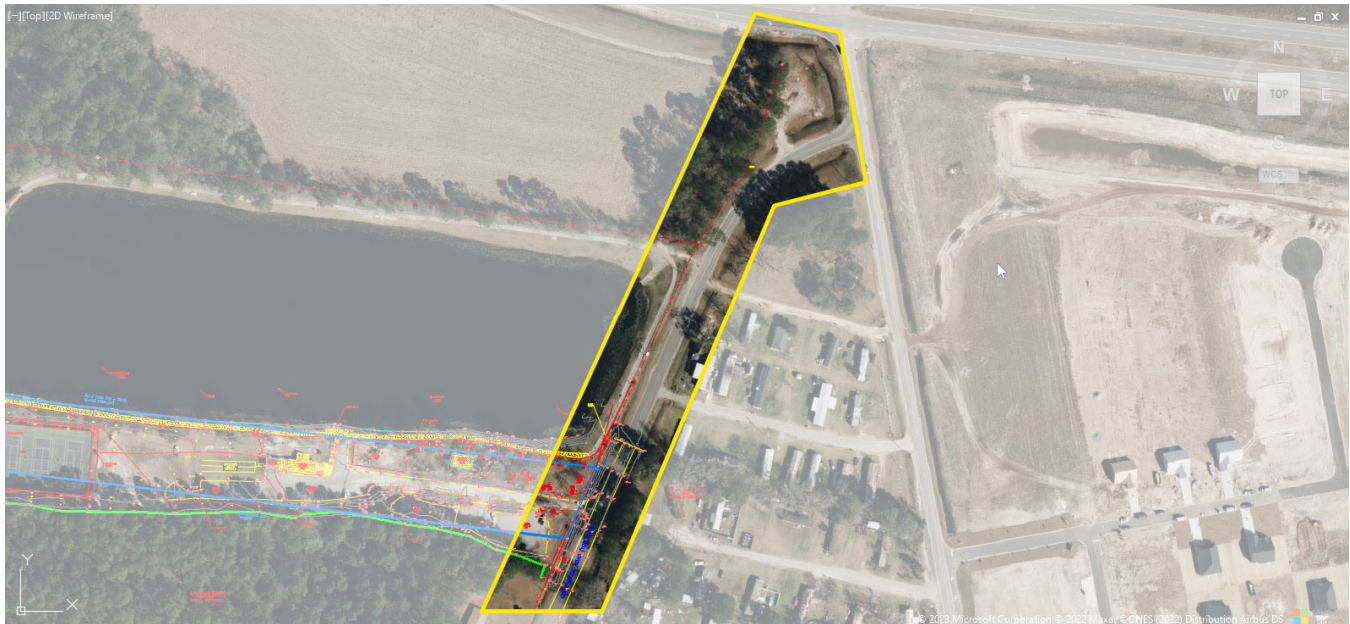
1. To provide additional survey along Courthouse Rd to State Road 21 for the use of locating a run of public utility service(s) to the park.
2. Restroom/Concession building design services beyond the original scope of the project.

**Task 1 – Additional Survey**

As a sub-consultant to Pond, TR Long Engineering will provide the additional survey as defined in the limits of work exhibit below. The survey will include topography/existing conditions as well as Subsurface Utility (SUE) Level B location data.

**Limits of Work**

General survey area along Courthouse Rd.



## Task 2 – Restroom / Concession Building Design

- A. Concept Design (25%)
  - a. Pond to provide Client with conceptual floorplan layout for the restroom building.
  - b. It is assumed that the building will be approximately 1500 square feet.
    - i. Additional program requests may result in additional fees.
  - c. Pond will provide a proposed materials palette and archetypal imagery for Client review and comment.
  - d. Pond to organize one virtual meeting to discuss floorplan and materials palette with Client representatives.
    - i. Pond to adjust floorplans and palette based on meeting discussions.
  - e. Pond to send updated concept to Client representatives.
    - i. This proposal assumes one additional round of edits based on Client feedback.
- B. Design Development (60%)
  - a. Once Client approves the floorplan, Pond will move into the design development phase for the building.
  - b. Deliverables for this phase shall include:
    - i. Cover Sheet
    - ii. General Notes, Legend, and Abbreviations
    - iii. Life Safety Plan
    - iv. Floor Plan
    - v. Reflected Ceiling Plan
    - vi. Roof Plan
    - vii. Exterior Elevations
  - c. The 60% set will be provided to the Client for review and feedback.
    - i. This proposal includes one virtual meeting to discuss 60% design.
    - ii. Pond will incorporate comments from client.
- C. Construction Documents and Permitting (100%)
  - a. Once the Client has approved the 60% set, Pond will proceed with Construction Documents.
  - b. Deliverables for this phase will include:
    - i. Cover Sheet
    - ii. General Notes, Legend, and Abbreviations
    - iii. Life Safety Plan
    - iv. Floor Plan
    - v. Reflected Ceiling Plan
    - vi. Roof Plan
    - vii. Exterior Elevations
    - viii. Building and Wall Sections
    - ix. Details
    - x. Finishes Schedule
    - xi. Structural Notes
    - xii. Foundation Plan
    - xiii. Structural/Framing Details
    - xiv. MEP Plans and Details associated with the building.
  - c. 90% Plans will be provided to the Client for review and comment as well as submitted for permit.
  - d. 100% plans will be issued upon incorporation of any Client or building permit comments and acceptance of plans by Client through issuance of permit.
- D. Construction Administration
  - a. Pond will respond to RFI's and submittals related to the additional architectural scope.
  - b. Pond will attend site meetings related to the additional architectural scope.

### Conditions / Exclusions:

- Conditions and exclusions from original scope still apply unless specified in the additional services above.



- Specifications will be included on the plans. Written specifications are not included in this scope.
- The County will be responsible for all application, bond, and permit fees.
- Heating and ventilating HVAC scope for the restrooms only.
- Stand-alone controls based on occupancy sensor or wall switch.
- Design will include domestic, sanitary and vent systems to support 4-6 water closets.
- Design includes necessary Power, Lighting and Lighting Controls.
- Design excludes Telecommunications, Electronic Security and Lightning Protection.
- Redesign and/or permit revision/resubmittals after initial permit review approval is obtained is not included.
- Any redesign, including due to client direction, as-built analysis, or unforeseen conditions may incur additional cost.
- As-builts and record drawings are to be the Contractor's responsibility and are excluded from this proposal.

### Fee Proposal

Task 1 – Additional Survey	\$12,190.00
Task 2A – Building Concept Design	\$5,568.00
Task 2B – Building Design Development	\$9,280.00
Task 2C – Building Construction Documents and Permitting	\$22,272.00
Task 2D – Construction Observation Services (Billed Hourly Not to Exceed)	\$5,830.00
<b>TOTAL ADD SERVICES</b>	<b>\$55,140.00</b>

### Notice-to-Proceed

Upon approval of this Change Order request, Pond will proceed with the services as described.

Sincerely,



Matthew Wilder, PLA, ASLA  
Vice President



Melissa Phillips  
Client Liaison