



# MORGAN COUNTY COMMISSION A G E N D A

June 15, 2021

5:00 PM

150 East Washington Street, Madison, GA  
2<sup>nd</sup> Floor Board Room

## **Pledge and Invocation**

## **Agenda Approval**

## **Minutes**

1. June 01, 2021 Budget Hearing
2. June 01, 2021 BOC Meeting

## **New Business**

3. FY2022 Budget Resolution
4. Senior Center-FY22 GA Food Services Contract
5. Cintas Facilities Solution Agreement
6. Agreement - Parrish Construction Design Documents for Proposed Recreation Complex
7. Purchase of Thermal Imaging Cameras
8. Gate Control System for Public Works
9. Solid Waste Transportation and Disposal Services Contract
10. Hospital Board Vacancies
11. DFACS Board Vacancy
12. Elections Board Vacancies-Discussion Only
13. Commissioner Liaison Reports
14. Public Comments on Agenda Items

THE HONORABLE BOARD OF COUNTY COMMISSIONERS, MADISON, GEORGIA, MET THIS DAY IN A BUDGET HEARING.

**PRESENT:** Chairman Philipp von Hanstein, Vice-Chair Ben Riden, Jr., Commissioners Ronald H. Milton, Donald Harris and Andy A. Ainslie, Jr.

**STAFF:** County Manager Adam Mestres, Finance Director Lori Sayer, Procurement Director Mark Williams and County Clerk Leslie Brandt.

The budget hearing convened at 9:30 A.M.

County Manager Adam Mestres presented the proposed FY22 Budget.

CHAIRMAN VON HANSTEIN ALLOWED PUBLIC COMMENTS

No public comments were made.

Meeting Adjourned at 9:55 a.m.

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Philipp von Hanstein, Chairman

ATTEST:

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Leslie Brandt, County Clerk

THE HONORABLE BOARD OF COUNTY COMMISSIONERS, MADISON, GEORGIA,  
MET THIS DAY IN REGULAR SESSION.

**MEETING WAS HELD ON THE SECOND FLOOR OF THE ADMINISTRATION BUILDING.**

**PRESENT:** Chairman Philipp von Hanstein, Vice-Chair Ben Riden, Jr., Commissioners Bill Kurtz, Donald Harris and Andy A. Ainslie, Jr.

**STAFF:** County Manager Adam Mestres, Procurement Director Mark Williams, County Attorney Christian Henry, and County Clerk Leslie Brandt.

**The meeting was called to order at 10:00 a.m., followed by the Pledge of Allegiance and Invocation.**

**AGENDA APPROVAL**

**Motion** by Commissioner Harris, Seconded by Commissioner Riden to approve agenda as presented. Unanimously Approved.

**MINUTES**

May 20, 2021 BOC Meeting

**MOTION** by Commissioner Riden, Seconded by Commissioner Harris to approve the minutes as presented. Unanimously Approved.

**CONSENT AGENDA**

Motion to accept as information the May 2021 payables to include General Fund in the amount of \$1,130,652.04, TSPLOST in the amount of \$142,055.82, SPLOST in the amount of \$311,977.77, General Fund electronic payments in the amount of \$122,025.13 and the May 2021 financials.

**MOTION** by Commissioner Harris, Seconded by Commissioner Riden to approve the consent agenda as presented. Unanimously Approved.

**TENNIS COURT REHABILITATION CHANGE ORDER**

Tear down of the tennis courts is complete. Due to a poor proof roll, additional work must be conducted. Therefore, a change order has been submitted to replace dirt and install french drains. The total cost for the additional work is \$91,793, of which the County is responsible for 50% (45,896.50). The Board of Education would pay the remaining 50%.

**MOTION** by Commissioner Harris, Seconded by Commissioner Ainslie to approve the change order for \$91,793, to be split 50/50 between the County and the Board of Education (the County will pay \$45,896.50 and the Board of Education will pay \$45,896.50. Unanimously Approved.

**DFACS - LEASE RENEWAL LETTER OF INTENT**

The County received a letter of intent for a lease renewal at 2005 S. Main Street, Suite 100, Madison, GA 30650 for the DFACS office.

**MOTION** by Commissioner Harris, Seconded by Commissioner Riden to approve the letter of intent for the DFACS lease renewal. Unanimously Approved.

**COUNTY MANAGER REPORT**

County Manager, Adam Mestres, presented a monthly overview of Morgan County government's current projects and/or issues.

**PUBLIC COMMENTS ON AGENDA ITEMS**

No public comments were made.

**MOTION** by Commissioner Ainslie, seconded by Commissioner Riden to exit regular session at 10:35 a.m. Unanimously Approved.

**EXECUTIVE SESSION- POTENTIAL LITIGATION**

**MOTION** by Commissioner Ainslie, seconded by Commissioner Riden to enter Executive Session to discuss potential litigation at 10:37 a.m. Unanimously Approved. (Original signed Affidavit in Executive Session Legal Requirement Book).

**MOTION** by Commissioner Ainslie, seconded by Commissioner Riden to exit Executive Session and re-enter regular session at 10:58 a.m. Unanimously Approved.

**REDEEMER CHURCH OF MADISON IS REQUESTING CONDITIONAL USE APPROVAL TO OPERATE A CHILDCARE LEARNING CENTER ON 7 ACRES LOCATED AT 1890 BETHANY ROAD (TAX PARCEL 045-024D)**

This request is from Redeemer Church to operate a childcare learning center on seven acres located within the church at 1890 Bethany Road. This same request was brought before the Board of Commissioners October 2, 2018 and was unanimously approved. However, conditional use approvals are only valid for 12 months if the approved has not been started. The church has been operating the daycare for several months and were flagged for additional conditional use approval when a zoning letter was requested to send to the state for licensing.

Chairman von Hanstein allowed proponents to speak:

Russ Johnson with Redeemer church spoke in favor of the conditional use request. Mr. Johnson stated there is a need for additional childcare services in Morgan County.

Chairman von Hanstein allowed opponents to speak:

No one spoke against the request.

**MOTION** by Commissioner Kurtz, seconded by Commissioner Harris to approve the conditional use request for Redeemer Church to operate a childcare learning center at 1890 Bethany Road. Unanimously Approved.

**MORGAN COUNTY PLANNING & DEVELOPMENT IS REQUESTING A TEXT AMENDMENT TO ARTICLE 7 OF THE MORGAN COUNTY ZONING ORDINANCE RELATED TO RECREATIONAL VEHICLES**

Senior Planner, Tara Cooner presented a text amendment to Article 7 of the Morgan County Zoning Ordinance related to recreation vehicles. Cooner stated, the Planning Staff has seen an increase in RVs used as single-family residences. The county has always had issues with RVs being used as residences, but the recent housing boom and increase material prices are encouraging the use.

While sick relatives used to be the primary reason for requesting RV housing, the main reasons now seem to revolve around poor planning from selling an existing home, building a new home, or registering children for school.

Cooner stated the three main issues with enforcement are:

1. The current wording in the ordinance states RVs may be temporarily occupied no more than 15 consecutive days out of 60. This has led some savvy RV owners to stay 15 days, leave one day, and then come back.
2. There is nothing in writing regarding the storage of RVs. The Planning office receives several calls each week asking if someone can live in their RV. Once they are informed, they cannot, the second question is, can I just store it on my vacant property. This inevitably ends up with someone living in the supposed stored RV.
3. How to address visiting RVs? We do not want to say guests cannot come in their RVs to visit, but we need language to specifically address visiting RVs.

The language proposed today states, RVs cannot be used as a residence, the storage of RVs on property without a residence is not allowed, it identifies what code enforcement will be looking for regarding residential use of RVs, and it allows for visiting RV's 30 days out of the year.

The proposed language was reviewed by code enforcement before it was submitted to the Planning Commission. The Planning Commission agreed that more detailed language is necessary to enforce the growing problem. The Planning Board requested the following changes: remove the word permanent where it says RV's will not be permitted as permanent

residential structures and in 7.43.2 replace expanded bays popped out with slide outs extended. The Planning Commission Board voted unanimously to recommend approval of the text amendment to Chapter 7.43 with the changes identified and to strike the existing language in 7.18.15.

Commissioners questioned how the proposed language would impact out of county hunters who bring in RV's during the hunting season.

Cooner stated the proposed language would limit hunters to 30 days out of the year to setup RVs for hunting.

Chairman von Hanstein allowed proponents to speak:  
No one spoke against the request.

Chairman von Hanstein allowed opponents to speak:  
No one spoke against the request.

**MOTION** by Commissioner Ainslie, seconded by Commissioner Riden to table the proposed text amendment for further review and revisions. Unanimously Approved.

**MOTION** by Commissioner Ainslie, seconded by Commissioner Riden to adjourn at 11:28 a.m. Unanimously Approved.

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Philipp von Hanstein, Chairman

ATTEST:

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Leslie Brandt, County Clerk

**RESOLUTION – ADOPTION OF BUDGET - FISCAL YEAR 2022**

STATE OF GEORGIA

COUNTY OF MORGAN

WHEREAS, pursuant to O.C.G.A. § 36-81-6, the Morgan County Board of Commissioners shall adopt a budget ordinance or resolution to make appropriations in such sums as the governing authority may deem sufficient;

WHEREAS, pursuant to O.C.G.A. § 36-81-5(d), the proposed budget for fiscal year 2022 was submitted to the Board of Commissioners on May 20, 2021;

WHEREAS, pursuant to O.C.G.A. § 36-81-5(d), the proposed budget for fiscal year 2022 was placed in a public location for review by the public on May 20, 2021

WHEREAS, pursuant to O.C.G.A. § 36-81-5(e), proper notice was published in the legal organ of the County that the proposed budget for fiscal year 2022 was available for public review in the Office of the Morgan County Board of Commissioners;

WHEREAS, pursuant to O.C.G.A. § 36-81-5(e) and (g), proper notice was published in the legal organ of the County that a public hearing would be held on June 1, 2021 at 9:30 a.m. in the regular meeting room at the Morgan County Administrative Building (“the Creamery”) regarding the proposed budget for fiscal year 2022;

WHEREAS, pursuant to O.C.G.A. § 36-81-5(f), the Morgan County Board of Commissioners conducted a public hearing on Tuesday, June 1, 2021, with regard to the proposed budget for fiscal year 2021;

WHEREAS, pursuant to O.C.G.A. § 36-81-6, proper notice was published in the legal organ of the County that the Morgan County Board of Commissioners would adopt the budget for fiscal year 2022 in the regular meeting at the Morgan County Administrative Building (“the Creamery”) on June 15, 2021 at 5:00 p.m.;

NOW, THEREFORE, BE IT RESOLVED by the Morgan County Board of Commissioners that the Board hereby adopts Morgan County’s Fiscal Year 2022 Budget, a copy of which is attached hereto as Exhibit “A.”

BE IT FURTHER RESOLVED, by the Morgan County Board of Commissioners that this Budget is adopted at the departmental level, which is the legal level of control established by O.C.G.A. § 36-81-5(b).

However, no transfer within a departmental budget affecting the salary appropriation, whether increase or decrease, shall be accomplished without approval of the Board of Commissioners.

SO RESOLVED, this 15th day of June, 2021.

MORGAN COUNTY, GEORGIA,  
Acting by and through its Board of Commissioners

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Philipp von Hanstein, Chairman

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Ben Riden, Jr., Vice-Chairman

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Bill Kurtz, Commissioner

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Andrew A. Ainslie, Jr., Commissioner

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Donald B. Harris, Commissioner

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Attest: Leslie Brandt, County Clerk

First Hearing: June 1, 2021

Budget Adoption: June 15, 2021

<b>Morgan County</b> <b>FY 2022 Adopted Budget</b>
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		<b>2022</b>
<b>General Fund</b>		
Revenue Sources		
Taxes	\$	17,099,680
Licenses and Permits		354,500
Intergovernmental		866,254
Charges for Services		1,328,750
Fines and Fees		482,000
Investment Income		20,700
Contributions and Donations		51,250
Miscellaneous		359,000
Other Financing Sources		85,000
Total Revenues		20,647,134
		-
	\$	20,647,134
Agricultural Resources	\$	188,018
Animal Control		401,051
Board of Equalization		20,947
Clerk of Superior Court		559,593
Clerk of the Commission		89,988
Coroner/Medical Examiner		32,328
County Manager		184,958
Debt Service		6,259
District Attorney		90,746
E.M.A.		84,633
Economic Development		50,000
Elections		183,425
Emergency Medical Services		319,005
Financial Administration		329,661
Fire Department		1,115,962
General Administration- Includes Contingency		1,179,151
General Gov't Buildings		864,630
General Gov't Buildings - PSC		154,527
Georgia Forestry		30,260
Governing Body		104,859
Health		1,199,548
Health and Welfare		50,412
Human Resources		78,778
Jail Operations		2,198,250
Juvenile Court - Ocmulgee Circuit Court		54,253



<b>Morgan County</b> <b>FY 2022 Adopted Budget</b>
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	<b>2022</b>
Law	100,000
Law Enforcement	2,762,985
Library Administration	217,621
Magistrate Court	366,936
Maintenance Shop	259,378
MIS	504,356
Parks Administration	1,265,411
Planning & Zoning	336,858
Probate Court	321,905
Procurement	116,038
Protective Inspection	296,211
Public Defender	66,494
Records Management	13,589
Risk Assessment	274,685
Roads & Bridges	1,038,314
Senior Citizens Center	366,787
Soil Conservation	51,829
Superior Court - Ocmulgee Circuit Court	40,364
Tax Assessor	495,947
Tax Commissioner	307,781
Transportation Services	1,451,153
Transfer Out to Other Funds	421,250
Total Expenditures	\$ 20,647,134
 <b>Special Revenue Funds</b>	
Law Library	\$ 35,000
Sheriff Confiscated Asset Fund	\$ 50,000
Sheriff Law Enforcement Fund	\$ 50,000
E911 Telephone Funds	\$ 1,041,891
Hotel/Motel	\$ 70,000
Restricted Funds	\$ 90,000
Multiple Grants Fund	\$ 1,872,069
 <b>Capital Projects Funds</b>	
SPLOST 7	\$ 2,608,854
TSPLOST	\$ 4,510,000
Capital Projects	\$ 1,000,000
 <b>Debt Service Fund</b>	 \$ 2,137,900

<b>Morgan County FY 2022 Adopted Budget</b>
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	<u>2022</u>
<b>Enterprise Fund</b>	
Solid Waste	\$ 1,304,262
Sewer Fund	\$ 31,900
Total Budget all Funds	<u>\$ 36,449,010</u>



# MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

Requesting approval of SFY22 contract with GA Food Services and the change back to GA Foods from Bateman Community Living, LLC/Trio Community Meals. Last fiscal year, the Board approved the request to the change in food vendors due to the continued complaints with the taste of the food. Just in the year since the change, the Senior Center has had several issues with Trio (sealing of pre-plated plates, inadequate temperature of food, lack of food, lack of supplies, lack of communication, etc.) to the point that we feel changing back to GA Foods would be best for all.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

Morgan County Senior Center  
991 South Main Street  
Madison, GA 30650

**CONTRACT**

THIS CONTRACT, entered into this 1st day of July, 2021 by and between Morgan County, Georgia, (hereinafter referred to as "**County**") and **G.A. Food Services of Pinellas County, LLC**. (hereinafter referred to as **CONTRACTOR**) having its principal place of business at 12200 32<sup>nd</sup> Court North, St Petersburg, FL 33716.

WITNESSETH:

WHEREAS, **COUNTY** desires to engage the **CONTRACTOR** to render certain services under the provisions of the Older Americans Act of 1965, as amended, in connection with an undertaking or program hereinafter described which is to be wholly or partially financed by a grant from the U.S. Government through the Georgia Division of Aging Services (hereinafter, along with the appropriate auditing agency of the entities making such grant, referring to as "the funding agencies"); and

WHEREAS, the **CONTRACTOR** desires to render such services from its facility located at 15151 Prater Drive, Suite F, Covington, GA 30014, in connection with the program and in accordance with the provisions of said federal laws warrants that it possesses the capabilities to satisfactorily render such services;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, as well as other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. Engagement of the **CONTRACTOR**.

The **CONTRACTOR** agrees to sell, and **COUNTY** agrees to purchase meals under the requirements of Title III of the Older Americans Act of 1965, as amended and applicable federal and state rules and regulations. The **CONTRACTOR** further agrees to prepare meals and other food items, hereinafter called "meals", and deliver them to the sites designated in **Attachment B**, Scope of Services.

2. Compensation.

The **CONTRACTOR** shall be compensated for the work and services to be performed under this contract as set forth in **Attachment A**, which is attached hereto and made a part hereof.

3. Scope of Services.

The **CONTRACTOR** shall do, perform and carry out in a satisfactory and proper manner, as determined by **COUNTY**, the work and service described in **Attachment B**, which is attached hereto and made a part of hereof.

4. Term.

The effective date of this contract is July 1, 2021 through June, 30, 2022. Upon the expiration of the Initial Term, the term of this Agreement shall automatically renew for two (2) successive one (1) year terms (each, a "Renewal Term") unless written notice of non-renewal is provided by either party to the other party no later than ninety (90) days prior to the expiration of the Initial Term or then current Renewal Term, as applicable. The Initial Term, together with each Renewal Term, if any, shall be referred to collectively herein as the "Term". For each Renewal Term the **Contractor** reserves the right to request a rate adjustment considering the 12-month averaged Consumer Price Index (CPI) for "Food Away From Home."

5. Funding Availability.

The **CONTRACTOR** acknowledges that all funding for this Contract is contingent upon availability of funds to **COUNTY** from the State of Georgia and the United States Government. This Contract may be terminated or modified at any time due to lack of funds or changes in authorizations. The **CONTRACTOR** acknowledges and agrees that funds may be suspended or terminated if the **CONTRACTOR** refuses to accept any additional or revised conditions mandated by **COUNTY**, the State of Georgia, or the United States Government.

6. Applicable Laws and Regulations.

The **CONTRACTOR** shall perform its duties in accordance with the provisions of the Older Americans Act of 1965, as amended, and all rules, regulations, standards, and directives issued there under, the Georgia Division of Aging Services Policies and Procedures, and the NEGRC Area Agency on Aging Policies and Procedures Manual. The **CONTRACTOR** shall comply with all other applicable federal, state, and local laws, rules and regulations which deal with or relate to the operations of programs under this Contract. The applicable provisions of the Federal Fair Labor Standards Act of 1938, as amended, together with duly promulgated rules and regulations of the United States Department of Labor are applicable to this compliance. The **CONTRACTOR** agrees to fully reimburse **COUNTY** for any loss of funds or resources resulting from noncompliance by the **CONTRACTOR**.

7. Liability.

The **CONTRACTOR** accepts liability for all aspects of the program operated hereunder, including the repayment of any disallowed costs. The **CONTRACTOR** will hold harmless **COUNTY** from all claims, costs, damages, or expenses arising from any acts or omissions of the **CONTRACTOR**, its employees or agents while carrying out activities under this Contract.

8. Entire Agreement.

This Contract incorporates all prior proposals, negotiations, interpretations, and understandings between the parties and is the full and complete expression of the Contract.

9. Amendments.

Any change, alteration, deletion, or addition to the terms set forth in this Contract must be in the form of a written amendment signed by both parties, unless otherwise specified herein.

10. Force Majeure.

Neither Party shall be liable to the other or be deemed to be in breach or default of this Agreement for any failure or delay in performance of such Party's non-monetary obligations hereunder due to government regulation, acts of God, acts of terrorism, war, flood, fire, accident, or other similar circumstances beyond its control of which the non-performing Party has notified the other Party ("Force Majeure Event"). Force Majeure Event does not include economic hardship, changes in market conditions, insufficiency of funds, strikes or labor disputes.

11. Assignment.

This Agreement and the rights and obligations of the Parties under and relating to this Agreement may not be assigned or transferred by either Party without the written consent of the other Party. In the event of the sale or transfer by CONTRACTOR of all or substantially all of its assets related to this Agreement to an affiliate or to a third party, whether by sale, merger, or change of control, CONTRACTOR would have the right to assign any or all rights and obligations contained herein and the Agreement to such affiliate or third party without the consent of COUNTY and the Agreement shall be binding upon such acquirer and would remain in full force and effect, at least until the expiration of the then current Term.

12. Third-Party Rights.

Nothing in this Agreement, express or implied, is intended or shall confer upon any person, other than the Parties hereto, any right, benefit or remedy of any nature whatsoever, and no person is or is intended to be a third party beneficiary of any of the provisions of this Agreement.

13. Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement so construed is held to be invalid, illegal, or otherwise unenforceable, such provision shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

14. Non-Waiver.

The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver but shall apply solely to the instance to which such waiver is directed.

15. Headings.

The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

16. Counterparts & Electronic Copies.

This Agreement may be executed and delivered in multiple counterparts and each counterpart so delivered which bears the original signature of a Party hereto shall be binding as to such Party, and all counterparts together shall constitute one original and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by fax or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, **COUNTY** and the **CONTRACTOR**, acting by and through their duly authorized officers, agree to the terms and conditions of this Contract, set forth above, by affixing their signatures hereto.

Acting for and on behalf of:  
Morgan County Senior Center  
991 South Main Street  
Madison, GA 30650

Signature\_\_\_\_\_

Name\_\_\_\_\_

Title Chairman, Board of Commissioners

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

Witness\_\_\_\_\_

Acting for and on behalf of:  
**G.A. Food Service**  
15151 Prater Drive, Suite F  
Covington, GA 30014

With Corporate offices located at:  
**G.A. Food Service**  
12200 32<sup>nd</sup> Court N.  
St. Petersburg, FL 33716

Signature\_\_\_\_\_

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

DATE: \_\_\_\_\_

Witness\_\_\_\_\_

**ATTACHMENT A**

**BUDGET**

1. The purchase price for all regular meals ordered by COUNTY under this Contract shall be computed as follows:

**2021-2022**

Meal Type	Price/Meal
Hot Congregate or Home Delivered Bulk	\$4.31
Hot Congregate or Home Delivered Pre-plate	\$4.60
Picnic Meal	\$4.56
Frozen Meals without components	\$2.69
TMS 2-pack	\$4.79
TMS 5-pack	\$4.79
TMS 7-pack	\$4.79
Emergency Shelf Stable Meal (single)	\$4.56
Shelf Stable Five Pack Meals	\$4.56

NEGRC-Morgan County will provide the CONTRACTOR with its tax exemption certificate and number in order to waive state sales tax.

2. The CONTRACTOR shall invoice the COUNTY by the fifth (5th) day of each week for the meals delivered by the CONTRACTOR during the preceding week. Invoices shall be on the CONTRACTOR's standard forms. Additionally, the CONTRACTOR will submit a monthly statement to COUNTY. Payment is due thirty (30) days from monthly statement date.



## ATTACHMENT B

### SCOPE OF SERVICES

#### 1. Products and Services to be delivered

- a. The **CONTRACTOR** shall provide meals in a satisfactory manner under the requirements of Title III of the Older Americans Act of 1965, as amended and applicable federal and state rules and regulations.
- b. The **CONTRACTOR** should conform to current food bid and food service specifications of the Division of Aging Services of the Georgia Division of Aging Services, the Georgia Department of Medical Assistance, and NEGRC-AAA.
- c. The **CONTRACTOR** warrants that the meals prepared by **CONTRACTOR** under this Contract will be wholesome, suitable for human consumption, and will satisfy the nutrition requirements of existing regulations pursuant to Public Law 95-478 and Public Law 93-647.
- d. The **CONTRACTOR** shall procure and keep in effect, all necessary licenses, permits, and food handlers' cards, as required by law and shall post such licenses, permits, and cards in a prominent place within meal preparation areas, as required. A copy of **CONTRACTOR**'s current Health Inspection Report must be on file with **COUNTY**. The **CONTRACTOR**'s premises shall be available for inspection by Department of Human Resources, **COUNTY**, and/or local officials.

#### 2. Training

The **CONTRACTOR** shall provide training in food handling, portion control, sanitation, and care of equipment. Necessary follow-up training must be conducted on a quarterly schedule by qualified food service personnel to appropriate Nutrition Service Provider staff and volunteers.

#### 3. Management and Supportive Personnel

A customer liaison representative shall be provided by the vendor. He/she shall be knowledgeable regarding Nutrition Services for the elderly, Federal and State regulations, reporting and recording procedures, menu planning and implementation, and hygiene and portion control training for site personnel.

Each nutrition site shall be visited, at least quarterly, by such a representative of the vendor, to assess the quality of service and acceptability of food by participants. A report of such visits should be made quarterly to the Area Agency on Aging.

#### 4. Payments

Payments under this Contract are based on the number of meals provided.

#### 5. Type, Nutritional Content, and Number of Meals Required by Site

- a. Federal and state regulations require that each meal served meet the Dietary guidelines for Americans published by the Secretary of Agriculture, and provides 33 1/3 % of the current Dietary Reference Intakes for adults (DRI) and that all meals served comply with all federal, state and local health ordinances and nutrition program standards for food handling, processing, temperatures and food safety.
- b. Meals will be served five (5) days per week, Monday - Friday, excluding the following holidays, unless otherwise negotiated by the site:

New Year's Day	Martin Luther King Day	Presidents Day
Memorial Day	July 4th	Labor Day
Thanksgiving Day	Day after Thanksgiving	Christmas Eve
Christmas Day		

6. Meal Pattern Requirements

- a. Food chosen must vary from day to day. The food items within the meat, vegetable and dessert groups must be different for given days of the week, thus providing a variety of foods and nutrients. Good sources of vitamin A and C and iron shall be included on the menu three (3) times per week.
- b. Total 1/3 RDA amounts specified must be served. Meals must have no more than 30% of calories coming from fat as per American Heart Association recommendations. Standardized recipes should be used in preparation of all foods. Recipes should yield all requirements of the meal pattern.

c. Regular Meal Pattern:

<u>Food Groups</u>	<u>Amounts to Use</u>
1. Meat/meat alternate	3 oz. cooked edible portion
2. Vegetables	two servings of 1/2 cup each
3. Enriched or whole grain bread	
Or alternate	two servings
4. Butter or margarine	one serving
5. Dessert	one serving of 1/2 cup
6. Milk	1/2 pint low-fat (8oz.)
7. Optional Beverage	(minimum 8 oz.)

d. Meat/Meat Alternate:

Three ounces cooked edible portion of meat/meat alternate must be served. Up to one 2 oz. of meat alternates, such as cooked dried beans or peas, nuts, cheese, eggs, etc., may be used.

The use of cured and processed items, such as ham, corned beef hash, sausage, etc., must be limited to a maximum of four (4) items a month because of high sodium content.

Poultry must be served a minimum of once per week. Poultry can be baked, broiled, or fried. When chicken is served, 1/4 pieces of white and dark meat must be used.

The use of casserole-type entree items (combination of meat with bread, vegetable, cooked dried beans or creamed sauce) must be limited to a maximum of two (2) per week to minimize portion control problems.

e. Vegetables:

Two servings of one-half cup each. One serving must be a non-starchy vegetable. At least one of these vegetables must be an excellent source of Vitamins A and C. To permit variety and flexibility, this may be achieved through a combination of vegetables: one that is an excellent source of vitamin A and one that is an excellent source of Vitamin C.

Note: Rice, spaghetti, macaroni and noodles are not vegetables, but are considered bread alternates.

Fresh and frozen vegetables should be used as much as possible. When canned vegetables are used, no salt should be added in cooking to minimize the sodium content.

f. Enriched or Whole-Grain Bread or Alternate:

One serving of whole wheat bread must be included at least twice a week. Enriched or whole-grain bread, biscuits, muffins, rolls, sandwich buns, cornbread and other hot breads are included.

Note: Bread alternates may include enriched or whole grain cereals or cereal products such as spaghetti noodles, macaroni, dumplings, pancakes, and waffles.

g. Butter or Fortified Margarine:

One teaspoon is required in the meal pattern. Butter/margarine must be in single-serving sealed packages. Specify which type or brand name.

Note: Oil or margarine used in cooking cannot be counted for one teaspoon to be served on the meal plate.

h. Desserts:

One serving of 1/2 cup. All fruits and simple desserts, such as puddings, gelatin, ice cream, ice milk, sherbet, cakes, cookies and similar foods, are included.

Note: Fresh fruits or fruits packed in their own juice must be planned for dessert at least twice a week (combination fruit/other).

i. Milk Group:

One-half pint fortified whole, skim or low-fat milk; flavored fortified whole or skim milk; buttermilk and cheese are included.

Note: Milk should be served as part of the meal rather than as an item of choice.

j. Food must be attractive, palatable, and appealing to the older person to assume maximum individual consumption.

k. In purchasing, storing and preparing, delivering, and serving meals, the food vendor and nutrition services provider must comply with all federal, state and local health laws and must follow procedures to preserve nutritional value and food safety.

l. All raw food used in the preparation of meals shall be of unquestionable high quality. The following minimum standards will be met:

- A. canned fruits and vegetables USDA Grade A;
- B. fresh fruits and vegetables - #1 quality;
- C. poultry - USDA Grade A or better;
- D. eggs and dairy products - USDA Grade A or better;
- E. beef/pork - USDA choice or better. Beef/pork should be tender with a minimum of fat;
- F. salt - iodized; and
- G. low-salt - optional to sites.

m. Iodized salt must be used instead of non-iodized salt.

n. Salad dressing served at the nutrition sites must be single serving sealed packages.

7. Menu Plan

A. Requirements

1. A set of proposed menus for congregate and home delivered meals for a minimum of four (4) weeks must be submitted on the attached menu formats along with a nutritional analysis of proposed menus. (Typically, the dietician who provides advice to the program will have ready access to computer software that performs this analysis.) Menus must be signed by a registered Dietician or a qualified nutritionist.
2. Two (2) menus for picnic lunches shall be submitted. Picnic lunches must meet the same 1/3 RDA allowances and temperature requirements, and require prior approval by the AAA nutrition services provider and the state nutritionist.
3. The **CONTRACTOR** must agree that all (regular and picnic) menus will be planned and written on a minimum four (4) week cycle by a

registered Dietician or a qualified nutritionist. The **CONTRACTOR** agrees to change menus to accommodate participant's preferences (ethnic and religious background must be taken into consideration).

4. The menus must be submitted to the **COUNTY** at least six (6) weeks prior to planned implementation to allow adequate time for review by the site councils and state nutritionist.
5. The **CONTRACTOR** shall provide two (2) copies of the menu plan and serving utensil guide to each site served for posting at said site. The **CONTRACTOR** shall provide one (1) copy to **COUNTY** for the central file.
6. Non-scheduled substitutions shall be limited to four (4) per contract period (1 year). In the event an additional or an acceptable substitution is made without prior approval of **COUNTY**, the site will not be responsible for payment for the unapproved or unacceptable substituted menu item. Likewise, any menu item will not be required to be honored for payment by the site.

8. Equipment

The following items must be provided at each site by **CONTRACTOR**, unless the site is already equipped:

- a. Digital thermometer that registers from 0 F - 220 F; and
  - b. Equipment for maintaining safe temperatures of hot food at the site until the food is served to the participants.
- \* Cleaning of above equipment on-site shall be the responsibility of the site personnel.

Serving Utensils

All serving utensils shall be stainless steel and of the appropriate size necessary to maintain portion control. Utensils shall be sent to the sites at the beginning of the contract, and replaced as needed. Other portable equipment such as pans and carriers shall be the responsibility of the vendor.

- \* Cleaning of the above shall be the responsibility of the site personnel. Contractor shall clean and sanitize all meal delivery equipment (pans and carriers) which belongs to the Contractor that are taken and returned to the center on a daily basis.

9. Disposable Supplies

The **CONTRACTOR** shall, at a minimum, provide the following service supplies at each site. Federal regulations require that food containers and utensils for blind and handicapped persons be used, as appropriate. Vendor should be prepared to supply these, as requested.

- A. Additional supplies will be provided/purchased as listed in **Attachment E**
- B. **CONTRACTOR** must have available upon request appropriate food containers and utensils for blind and handicapped persons.

10. Procedures for Ordering Meals.

**COUNTY's** representative or authorized on-site representative shall notify the **CONTRACTOR** of its daily meal requirements not less than twenty-four (24) hours prior to the date on which said meals are to be delivered. Exceptional changes (changes in excess of twenty (20) more or less meals per site) require notification to the **CONTRACTOR** not less than two (2) full working days prior to the date on which meals are to be delivered. Weather related cancellations can be made the same day with the stipulation that prepared meals will be flash frozen and served the following day.

Should the **COUNTY** opt to participate in the **Contractor's** Choice Meal Program, where a second meal alternative is offered, the **COUNTY** is requested to notify the **Contractor** of its daily meal requirements not less than 1 week prior to the date on which said meals are to be delivered.

The **COUNTY** should notify the **Contractor** by 6:30 a.m. on the day of service should delivery be impossible. Notification after that time shall constitute a purchase for the meals specified.

11. Delivery of Meals.

Food shall be delivered to nutrition sites in bulk, unless otherwise noted. It shall be packaged so that there will be a minimum of spills in the individual carriers. The **CONTRACTOR** will take any necessary measures including, but not limited to, reducing fill level, and/or covering pans with stretch plastic film, aluminum foil and metal lids, to prevent spillage. Carriers will be provided in a size to contain all food delivered to the sites.

Following the cooking of food, it may be held as a heated food pending service and during the service period. The desirable minimum temperature for holding heated food is 140 degrees F.

The temperature must not exceed 185 degrees F and the holding time should be as short as possible. This holding time should not exceed 4 hours in order to preserve the nutritional value and quality of the food. Holding time is the interval between the final preparation stage and serving time.

Vehicles used in delivery of meals shall be enclosed and shall be equipped with adequate facilities for maintaining food at safe temperatures. Both equipment and vehicle must be clean and meet the standards and regulations of the Georgia Division of Aging Services.

Cold food shall be packaged and delivered at 41 degrees F or lower.

Frozen food shall be kept at 0 degree F or below during packing, transportation and storage.

Natural foods shall be room temperature.

Meals must be delivered to **COUNTY** designated centers and home-delivered meal distribution points no earlier than 8:00 a.m. and no later than 9:00 a.m. on the day such meals are to be served. The amount of time between delivery and serving is included in holding time. The **CONTRACTOR** shall follow an established delivery schedule for each of the sites served. Any changes in the established delivery schedule due to individual site closure, vehicle breakdown, or acts of nature, will be communicated to the **COUNTY** and to the individual site managers.

Upon delivery of the meals to each nutrition site, the **CONTRACTOR's** driver and an authorized **COUNTY** representative shall sign a receipt in triplicate evidencing receipt of such food, (one for site files, one for **COUNTY** and one for the **CONTRACTOR**). The receipt should indicate the time that the meals left the cooking site and also must be signed by the supervisor at the cooking site.

The **CONTRACTOR** shall provide on the daily receipt form, or on a separate form supplied by the **CONTRACTOR**, space for reporting shortages, un-authorized substitutions, complaints, comments and supply requests.

12. Contingency Plans.

A procedure for emergencies, including weather related emergencies, vehicular breakdown, food delivered outside of specified temperature standards, and food contamination or spoilage, must be developed by the **CONTRACTOR** in consultation with **COUNTY**. The **COUNTY** will notify the **CONTRACTOR** of weather related closure by 7:00 a.m.

13. USDA Donated Foods.

The Georgia Division of Aging Services has elected cash in lieu of USDA cash payments.

The Area Agency on Aging (AAA) will assume responsibility for maintaining appropriate records for receipt and disbursements of USDA cash payments.

In the event USDA donated foods are made available, bidder/vendor must agree to utilize such foods and to credit AAA at full USDA value. Vendor must agree to purchase only American-produced foods to the per meal value (at the time usage) of the USDA cash contribution.

14. Civil Rights Affirmative Action Compliance.

The **CONTRACTOR** must be an Equal Opportunity Employer and conform to the provisions of the Civil Rights Act of 1964. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, **CONTRACTOR** agrees that, during performance of this agreement,

**CONTRACTOR**, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, **CONTRACTOR** agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this agreement.

15. Contractor Provisions.

In addition to provisions defining a sound and complete procurement contract, the following contract provisions or conditions shall be included in all procurement contracts.

- a. Contracts shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- b. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the service provider or **COUNTY**, including the manner by which it will be effected and the basis for settlement.
- c. All contracts awarded in excess of \$10,000 shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- d. Contracts, subcontractors, and sub-grants of amounts in excess of \$100,000 shall contain a provision which requires compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1875 (h)), Section 508 of the Clean Water Act (33 U.S.C. 136 (h)), Executive Order 11738, and Environmental Protection agency regulations (40 CFR Part 15).
- e. Contracts of more than one year will have provisions for an inflation factor to be negotiated before the next fiscal year.
- f. The **CONTRACTOR** must comply with the provisions of the Occupational Safety and Health Act.
- g. The **CONTRACTOR** must comply with the Rehabilitation Act of 1973, Section 504; 7 CFR 15b; 7 CFR 226.20.



## ATTACHMENT C

### GENERAL TERMS AND CONDITIONS

1. Communications

- a. All formal communications regarding this Contract from the **CONTRACTOR** to **COUNTY** shall be in writing from the person executing this contract on behalf of the **CONTRACTOR**, his successor, or an individual designated by him in writing to act in his behalf, addressed to the **COUNTY** Director.
- b. The **CONTRACTOR** shall mail all correspondence, invoices, report, and other matters relating to this Contract to:

Morgan County Senior Center  
Attn: Senior Services Director  
991 South Main Street  
Madison, GA 30650

2. Reports

In addition to other reports required by this Contract, the **CONTRACTOR** agrees to provide to **COUNTY** such additional financial and programmatic reports in such form and frequency as **COUNTY** may require in order to meet **COUNTY**'s requirements for reporting to the funding agencies.

3. Review and Coordination

To ensure adequate assessment of the **CONTRACTOR**'s program and proper coordination among interested parties, **COUNTY** shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The **CONTRACTOR** may be required to meet with designated representatives of **COUNTY** and the funding agencies from time to time to review the work and services performed. Reasonable notice of such review meetings shall be given to the **CONTRACTOR** by **COUNTY**.

4. Records

The **CONTRACTOR** shall maintain all books, documents, papers, and other records relating to the work performed under this Contract for a period of five years from the date of the submission of the final invoice or expenditure report. If any litigation, claim, or audit is begun before the expiration of the five-year retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The **CONTRACTOR** shall include the provisions of this paragraph in any subcontract executed in connection with this Contract.

5. Inspections

Authorized representatives of **COUNTY**, the funding agencies, or the Comptroller General of the United States shall have the right to review performance and inspect

or copy any and all records, books, papers, and documents which relate to this Contract at any time during its performance or thereafter until the end of the record retention period as defined in Paragraph 4, above. Such inspection may take place with or without notice at any time during normal business hours wherever the records are maintained. In making inspections, **COUNTY** shall make every effort to coordinate with the **CONTRACTOR** so as to minimize disruption of ongoing activities. Approval and acceptance of such material shall not relieve the **CONTRACTOR** of its professional obligation to correct, at its expense, any errors found in the work. The **CONTRACTOR** shall include the provisions of this paragraph in any subcontract executed in connection with this Contract.

6. Applicable Law and Venue

- a. All questions of interpretation and construction of this Contract shall be determined by laws of the State of Georgia.
- b. Unless expressly provided otherwise by statutory law, venue of any action brought under the Contract shall be in Morgan County, Georgia, exclusively.

7. Personnel

- a. The **CONTRACTOR** represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of **COUNTY**, nor shall such personnel have been employees of **COUNTY** during time within the twelve-month period immediately prior to the date of this contract, except with the express prior written consent of **COUNTY**. Further, the **CONTRACTOR** agrees that no such former **COUNTY** employees shall be involved in any way with the performance of this Contract, without the express prior written approval of **COUNTY**.
- b. All of the services required hereunder shall be performed by the **CONTRACTOR** or under its supervision, and all staff personnel shall be duly qualified and shall be authorized or permitted under state or local laws to perform such services.

8. Policy Decisions and Directives

The **CONTRACTOR** agrees to follow and be bound by the terms and conditions of any policy decision or directive issued by **COUNTY**, the Georgia Division of Aging Services, or the United States Department of Health and Human Services, effective upon receipt of written notice from **COUNTY** directing that they apply to this Contract.

9. Authority to Make Changes

The Director of **COUNTY** has the authority to amend or otherwise to alter, delete or waive any provisions of this Contract, either expressly or by implication. No advice or assistance shall relieve the **CONTRACTOR** of any of its responsibilities set forth herein or add to the obligations of **COUNTY**.

10. Assignability

The **CONTRACTOR** shall not assign, sublet, or transfer all or any portion of its interest in this Contract, whether by assignment or innovation, without the prior written approval of **COUNTY**.

11. Subcontracting

The **CONTRACTOR** shall not subcontract any of its responsibilities or obligations under this Contract without the prior written approval of **COUNTY**. The **CONTRACTOR** shall be responsible for the performance of any subcontractor.

12. Disputes

Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Executive Director of **COUNTY** who shall reduce her decision to writing and mail it or otherwise furnish a copy thereof to the **CONTRACTOR**. The decision shall be final and conclusive, unless within thirty (30) days of the date of receipt of the decision the **CONTRACTOR** mails or otherwise furnishes to **COUNTY** written appeal. In the case of an appeal, the **CONTRACTOR** shall adhere to **COUNTY**'s grievance procedures.

13. Suspensions

**COUNTY** reserves the right to suspend the Contract in whole or in part under this provision if it appears to **COUNTY** that the **CONTRACTOR** is failing to substantially comply with the quality of service of the specified completion schedule of its duties required under this contract, or to require further proof of reimbursable expenses prior to payment thereof, or require improvement, at the discretion of **COUNTY**, in programmatic performance or service delivery.

14. Terminations

- a. If through any cause, the **CONTRACTOR** shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the **CONTRACTOR** has violated any of the covenants, agreements, representations, or stipulations of this Contract, **COUNTY** shall thereupon have the right to terminate this Contract by giving written notice to **CONTRACTOR** of such termination and specifying the effective date thereof, which may be immediate. In such event, all information and materials produced under this Contract or used in the performance of the scope of services shall, at the option of **COUNTY**, become the property of **COUNTY** with the exception of Proprietary Information of the **Contractor**. Notwithstanding the foregoing, the **CONTRACTOR** shall not be relieved of liability to **COUNTY** for damages sustained by **COUNTY** by virtue of any breach of this contract by the **CONTRACTOR**, and **COUNTY** may withhold any payments to the **CONTRACTOR** for the purpose of set-off for damages caused by the **CONTRACTOR**'s breach.
- b. **COUNTY** or the **CONTRACTOR** may terminate this Contract at any time by giving written notice to the **CONTRACTOR** of such termination and

specifying the effective date thereof, at least thirty days before the effective date of such termination. In that event, all information and materials produced or collected under this Contract or used in the performance of the scope of services shall, at the option of COUNTY, become the property of COUNTY with the exception of Proprietary Information of the Contractor. If this Contract is terminated as provided in this paragraph, the CONTRACTOR will be reimbursed for the otherwise allowable actual expenses (as authorized in Attachment B of this Contract) incurred by the CONTRACTOR up to and including the effective date of such termination.

- c. Upon termination, the CONTRACTOR shall submit the final contract expenditure report not later than forty-five days after the effective date of termination.

15. **Claims Against CONTRACTOR**

The CONTRACTOR agrees to furnish COUNTY with a certificate of insurance, in a form acceptable to COUNTY, certifying that the CONTRACTOR carries workers' compensation, comprehensive insurance (including products), and bodily injury and property damage liability insurance in such amount as are acceptable to COUNTY.

## ATTACHMENT D

### SPECIAL TERMS AND CONDITIONS

The **CONTRACTOR** and **COUNTY** agree as follows:

1. Right and Authority of COUNTY

**COUNTY** shall be represented in this Contract by the Director of the **COUNTY** or the Director's designee, who shall have the right and authority to:

- a. Inspect such food to determine compliance with the specifications and to reject any food not meeting such specifications.
- b. Have access to **CONTRACTOR's** purchase records bearing upon food purchased for the sites for review and audit, as necessary.
- c. Approve the menus and recipes for meals and other food to be delivered, ensure compliance with the U.S. Department of Health and Human Services meal-type requirements, and to withhold payment for meals and other food not meeting prescribed requirements.
- d. Inspect, at any time, **CONTRACTOR's** food preparation, packaging and storage areas, the food containers and automotive vehicles used in transporting the prepared meals, and other food delivered to the sites to determine the adequacy of **CONTRACTOR's** cleaning, sanitation and maintenance practices.
- e. Determine the adequacy of **CONTRACTOR's** storage and record keeping practices to ensure the safekeeping of all food, and in connection therewith, to have ready access to the related food inventory control records of **CONTRACTOR**.

2. Indemnification

**The CONTRACTOR** shall indemnify, hold harmless, and defend **COUNTY** against all loss, cost, expense, and attorney's fees arising out of any demand, claim, or suit of any kind or character whatsoever arising out of the conduct of the **CONTRACTOR**, its agents or employees including without limitation, any claim alleging personal injury or property damage arising out of the transportation of meals or other food to the various sites and any claim alleging personal injury, sickness, or disease arising out of the storage, preparation, delivery or consumption of meals except to the extent that such demand, claim, or suit arises solely from the negligence or fault of the **COUNTY** without any negligence or fault on the part of the **CONTRACTOR**. If the **CONTRACTOR** refuses or neglects to defend any such demand, claim or suit the **COUNTY** may defend, adjust or settle such demand, claim or suit, and the costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the **CONTRACTOR**. The

**CONTRACTOR** agrees to give **COUNTY** prompt written notification of any such demands, claims, or suits made against the **CONTRACTOR** or **COUNTY**, or of any circumstances which the **CONTRACTOR** reasonably believes may give rise to such a demand, claim, or suit as soon as practicable after it becomes known to the **CONTRACTOR**.

3. Claims

**COUNTY** shall promptly notify **CONTRACTOR**, in writing, of any claims against **CONTRACTOR** or **COUNTY**, and in the event of a suit being filed, shall promptly forward to the **CONTRACTOR** all papers in connection therewith. **COUNTY** shall not incur any expense or make any settlement without **CONTRACTOR**'s consent. However, if the **CONTRACTOR** refuses or neglects to defend any such suit, the **COUNTY** may defend, adjust, or settle such claim, and costs of such defense, adjustment, or settlement, including reasonable attorney's fees, shall be charged to the **CONTRACTOR**.

4. Sale of Meals

The **CONTRACTOR** is a wholesaler and the sales of meals contracted for by **COUNTY**, are intended for use at the County's Senior Center. In the event that the sale of any food items contracted for herein are subject to any local or state sales tax, the amount of such sales tax shall be added to the invoice and billed to **COUNTY**.

5. Failure to Accept Meals

**COUNTY**'s failure to accept delivery of meals which comply with the provisions of **Attachment B** of this Contract shall give **CONTRACTOR** cause to terminate this Contract.

6. Holidays

A representative list of holidays, subject to modification to conform with the holiday schedules of **COUNTY**'s satellite sites, is incorporated as part hereof as listed in **Attachment B**. In no case will this list be reduced by elimination.

7. Replacement Meals

In the event that the **CONTRACTOR** fails to deliver any meal or other food to the designated sites agreed upon, **COUNTY** may procure a replacement meal or meals, elsewhere, and charge to the **CONTRACTOR**. The contracted price of the meal will be charged for the replacement meal or meals, plus the cost of milk and any other expense incurred by **COUNTY** or its subcontractors in procuring such replacement meals or meals.

8. Sales Records

The **CONTRACTOR** shall keep full and accurate sales records in connection with the sales covered by this Contract. This shall include record of the purchase of U.S. commodities relating to this Contract. All such records shall be kept on file for five (5) years after the end of the federal fiscal year to

which they pertain, or any other period which the Administration on Aging or state reimbursement agency may, from time to time, designate. **COUNTY** the funding agencies or their duly authorized representatives shall have access to all such records for audit and review at a reasonable time and place and shall have the right to conduct on-site reviews of the **CONTRACTOR's** food service operations during normal business hours, with or without notice.

9. Miscellaneous

- a. All Proprietary Items are confidential to and are and will remain the sole and exclusive property of the **CONTRACTOR**. Proprietary Items shall be those items prohibited from disclosure by counties under the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.). In the event the **COUNTY** receives, obtains access, or otherwise is exposed to any Proprietary Items, the **COUNTY** will and shall cause its officers, employees, and agents to, (a.) hold the Proprietary Items in trust and in the strictest confidence, (b.) not produce, use, distribute or otherwise disseminate the Proprietary Items except to the extent necessary to aid the performance of the services provided by the **CONTRACTOR**, and (c.) otherwise protect the Proprietary Items from disclosure. Upon request by the **CONTRACTOR** and/or termination of this Agreement, the **COUNTY** shall return all property belonging to the **CONTRACTOR**, including without limitation, all tangible materials (originals or copies) containing or embodying Proprietary Items then in its custody, control, or possession. Notwithstanding anything above, **CONTRACTOR** and **COUNTY** shall comply with all applicable provisions of the Georgia Open Records Act (O.C.G.A. § 50-18-70, et seq.).
- b. If any increase in costs to the **CONTRACTOR** occurs resulting from a change in the policies and practices of the **COUNTY** (including, but not limited to, equipment being operable, renovation, electrical failure), the Federal and/or State minimum wage laws, or any other Federal, State, and/or local laws, the **CONTRACTOR** and the **COUNTY** agree to negotiate in good faith a proportionate increase in the **CONTRACTOR'S** charges to the **COUNTY**. If the **CONTRACTOR** and the **COUNTY** cannot reach an agreement as to such increase, then this Agreement may be terminated by either party upon thirty (30) days prior written notice of termination.

10. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit

Pursuant to O.C.G.A. § 13-10-91, **COUNTY** shall not enter into a contract for the physical performance of services unless **CONTRACTOR** shall provide evidence on **COUNTY**-provided forms, attached hereto as **Attachments "F" and "G"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and **CONTRACTOR's** subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and

deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period. **CONTRACTOR** hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Attachment "F"**, and submitted such affidavit to **COUNTY**. Further, **CONTRACTOR** hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event **CONTRACTOR** employs or contracts with any subcontractor(s) in connection with the covered contract, **CONTRACTOR** agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Attachment "G"**, which subcontractor affidavit shall become part of the **CONTRACTOR**/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit. If a subcontractor affidavit is obtained, **CONTRACTOR** agrees to provide a completed copy to **COUNTY** within five (5) business days of receipt from any subcontractor. **CONTRACTOR** and **CONTRACTOR's** subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract.

**CONTRACTOR** agrees that the employee-number category designated below is applicable to **CONTRACTOR**.

500 or more employees.

100 or more employees.

Fewer than 100 employees.

**CONTRACTOR** hereby agrees that, in the event **CONTRACTOR** employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, **CONTRACTOR** will secure from the subcontractor(s) such subcontractor(s)' indication of the above employee-number category that is applicable to the subcontractor. The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.





Northeast Georgia - Supply Order Form

Effective: 7/1/2021 to 6/30/2022

Item Number	Description	Unit of Measure	Price
RM000158	Coffee Regular 128/cs (D114D)	Case	\$0.00
RM000163	Coffee Decaf 128/cs (D115D)	Case	\$0.00
RM000200	Tea Instant 3/4oz 50/cs (D820)	Case	\$0.00
RM000636	Creamer Packets 1000/cs (F120)	Case	\$0.00
RM000073	PC Sugar 200/bg 2000/cs (F320)	Case	\$0.00
RM000074	PC Sugar Substitute 2000/cs (F320A)	Case	\$0.00
SUP000600	Coffee Filters 2-500/cs (K669)	Pack	\$0.00
SUP000603	Stirrers Coffee 10/cs (K730)	Box	\$0.00
RM001440	PC Salt 3000/cs (F300)	Case	\$0.00
RM001687	Pc Pepper 3000/cs (F290)	Case	\$0.00
SUP000914	Gloves Clear Poly Powder Free - Medium 20/500cs	Case	\$0.00
SUP000915	Gloves Clear Poly Powder Free - Large 20/500cs	Case	\$0.00
SUP000004	Bags Paper 10# 500/bnd (K030)	Bundle	\$0.00
SUP000026	Bag Sand 6x7x 1.75 clear saddle 2000/cs (K090A)	Case	\$0.00
SUP000171	Cup 12oz #12j12 Foam Drink 1m (K180)	Case	\$0.00
SUP000317	Lid 6oz 12jl Squat Lid 1m (K470)	Case	\$0.00
SUP000175	Cup 8 Oz 8c8(K200)	Case	\$0.00
SUP000546	Hairnets Bouffant K400 10/cs (K400)	Pack	\$0.00
SUP000202	Cutlery 4-in-1 Hvy Wt 250/cs (K435A)	Case	\$0.00
SUP000428	Napkins 2 Ply 15x17 (K620)	Pack	\$0.00
SUP000604	Straws Plastic 500/box 24/cs (K740)	Box	\$0.00
SUP000509	Tray 5 Comp White Foam (K860)	Case	\$0.00
SUP000103	Bleach 6/cs (L010)	Gallon	\$0.00
SUP000523	Tray 7139tp Foil 200/cs (L855B)	Case	\$0.00
SUP000489	Thermometers Pocket (L934)	Each	\$0.00
RM001357	PC Hot Sauce 200/cs(F321)	Case	\$9.64
SUP000536	Aprons Plastic 10/cs (K010)	Box	\$4.24
SUP000011	Bags Poly T-sack 900/cs (K060)	Case	\$15.82
SUP000031	Bowl 12 Oz.(th10012/82100)1m/cs (K100)	Case	\$41.39
SUP000175	Cup 8oz Foam (K200)	Case	\$20.12
SUP000178	Cup 6oz #6sj12 Squat Foam 1000 (K250)	Case	\$40.71
SUP000317	Lid 6oz 12jl Squat Lid 1m (K470)	Case	\$19.53
SUP000318	Lid Squat Foam 4 oz #6jl (K490)	Case	\$15.69
SUP000601	Placemats Paper (K690)	Case	\$18.98
SUP000184	Cup Squat Foam 4oz #f4 (K720)	Case	\$25.19

ATTACHMENT F

STATE OF Florida  
COUNTY OF PINELLAS

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the Morgan County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

211994  
Federal Work Authorization User Identification  
Number

May 11, 2009  
Date of Authorization

GA Food Service Inc.  
Name of Contractor

Food Service for Morgan County Senior  
Services Department  
Name of Project

Morgan County, Georgia  
Name of Public Employer

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

Executed on \_\_\_\_\_ in St.  
Petersburg (city), Florida (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent  
Debra Silvers, Chief Compliance  
Officer/General Counsel  
Printed Name and Title of Authorized Officer  
or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**ATTACHMENT G**

**SUBCONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of the Morgan County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

Food Service for Morgan County Senior Services Department  
Name of Project

Morgan County, Georgia  
Name of Public Employer

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

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

\_\_\_\_\_



# MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Cintas Facilities Solution Agreement

Background/History/Details:

The County engaged in an agreement for uniform rental with Cintas a little over 3 years ago. This is an agreement through Omnia Partners formally US Communities. The agreement sunsets on June 30. Public Buildings, Public Works and Sanitation all utilize uniform rental services. All departments are satisfied with services provided.

What action are you seeking from the Board of Commissioners?

Motion to approve the facilities solutions agreement with Cintas from July 1, 2021 to June 30, 2024.

If this item requires funding, please describe:

Yes; Budgeted in General Fund

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:

Empty box for staff notes.



FACILITIES SOLUTIONS AGREEMENT

Location No. 201 - Decatur

Contract No. \_\_\_\_\_

Customer No. \_\_\_\_\_

Main Corporate Code → **New CC 13218**

Date \_\_\_\_\_

Customer/Participating Agency Morgan County Government

Phone 706-342-0725

Address 150 East Washington Street City Madison State GA Zip 30650

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
935	Comfort Shirt	\$0.173
273	Wrinkle FreeShirt	\$0.255
275	Performance Polo Shirt	\$0.346
374	Executive Oxford Shirt	\$0.255
945	Comfort Pant	\$0.193
270	Cargo Pant	\$0.336
330	Cotton Shirt	\$0.193
340	Cotton Pant	\$0.346
912	Coverall	\$0.255
OTHER ITEMS ARE AVAILABLE UPON REQUEST		

- This agreement is effective as of this date from July 1, 2021 to June 30, 2024, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ 1.50 ea      • Company Emblem \$ 2.00 ea
- Customer Emblem \$ 3.00 ea      • Embroidery \$ 5.00 ea
- COD Terms \$ \_\_\_\_\_ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
- Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
- Minimum Charge \$ 35.00 per delivery.
- Make-Up charge \$ 1.53 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 5.00 per garment.
- Seasonal Sleeve Change \$ 5.00 per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ 75.00
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other \_\_\_\_\_

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	843XX	3x5 Carpet Mats			\$2.92
	844XX	4x6 Carpet Mats			\$3.61
	840XX	3x10 Carpet Mats			\$4.29
	2477	3x5 Scraper Mats			\$2.47
	9207	Sanis Bowl Clips			\$1.00
	9215	Urinal Screen			\$1.00
	27026	Signature Series Air Freshener Service			\$3.482
		Laundry Lockers			
OTHER ITEMS ARE AVAILABLE UPON REQUEST					

\*Indicated bundled items/services

- \_\_\_\_  \_\_\_\_\_ Initial and check box if Unilease. All Garments will be cleaned by customer  
Date \_\_\_\_\_
- \_\_\_\_  \_\_\_\_\_ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control  
Date \_\_\_\_\_ customer.
- \_\_\_\_  \_\_\_\_\_ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments  
Date \_\_\_\_\_ direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase  
all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 201 - Decatur CUSTOMER:  
Please Sign Name \_\_\_\_\_

By: Eric McCalpine Please Print Name \_\_\_\_\_

Title: Government Account Manager Please Print Title \_\_\_\_\_

Accepted-GM: \_\_\_\_\_ Email \_\_\_\_\_

**Omnia Partners Public Sector Participating Public Agencies Terms**

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

**Supplier General Service Terms Section**

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



## ADDENDUM

To the Service Agreement

For

Cintas Facilities Solutions Agreement

THIS ADDENDUM with the following terms and conditions is agreed to by the undersigned parties, referred to respectively as “Company” and “Customer” to be incorporated in and made a part of the Service Agreement of this date between such parties to which this addendum is attached, and such addendum is intended by said parties to modify and amend such Service Agreement to the extent provided herein:

THE company has agreed in terms with the customer for said agreement. The agreement will remain in effect with the exception for the following items:

1. Annual Appropriations and Funding: This Agreement shall be subject to the annual appropriation of funds by the Morgan County Board of Commissioners. Notwithstanding any provisions herein to the contrary, in the event funds are not appropriated for this agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of any outstanding rental fees of which the County actually received services. In the event that said Agreement terminates for non-appropriation of funds, County will not establish a contractual relationship with another vendor whose services are similar in scope for a period not to exceed twelve (12) calendar months from the date of termination.





# MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Agreement - Parrish Construction Design Documents for Proposed Recreation Complex

Background/History/Details:

Approximately 5 years ago, the County purchased a large tract of land on Old Buckhead Rd in order to phase in a new recreation complex. To date, the soccer complex (phase 1) is operational. The remaining property plans were to build 4 baseball fields, 1 legacy field, 1 event lawn, and a recreation community center. In order to move forward with this plan, the County needs schematic design documents and a pre-construction budget. These documents will allow the County to create a feasible funding strategy on how to best move forward with the remaining build-out of the complex.

Parrish Construction will prepare conceptual design plans for the community center to include a floor plan and elevations, as well as creation of a conceptual site plan for the athletic fields. Additionally, Parrish will provide a pre-construction budget to accomplish the build-out.

The cost of the services is \$55,000. In the future, if the County selects Parrish Construction as the design-build contractor by way of RFP, then the County would receive a \$49,000 credit during the construction phase of the project.

What action are you seeking from the Board of Commissioners?

Motion to approve the agreement with Parrish Construction for \$55,000 to be paid from Fund 350 Capital Fund Balance

If this item requires funding, please describe:

Funding is in the 350 Capital Fund Balance

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



# Standard Form of Preliminary Agreement Between Owner and Design-Builder

*This document has important legal consequences. Consultation with  
an attorney is recommended with respect to its completion or modification.*

---

This **AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in  
the year of 20\_\_\_\_\_, by and between the following parties, for services in connection with the Project  
identified below.

## **OWNER:**

*(Name and address)*

Morgan County Board of Commissioners  
150 E. Washington St.  
PO BOX 168  
Madison, GA 30650

## **DESIGN-BUILDER:**

*(Name and address)*

Parrish Construction Group, Inc.  
221 Industrial Park Drive  
Perry, GA 31069

## **PROJECT:**

*(Include Project name and location as it will appear in the Contract Documents)*

## **Morgan County Parks and Recreation Community Center and Athletic Fields**

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree  
as set forth herein.

## **Article 1**

### **General**

**1.1 Duty to Cooperate.** Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith to permit each party to realize the benefits afforded under this Agreement.

**1.2 Definitions.** Terms, words and phrases used in this Agreement shall have the meanings given them in DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition) ("General Conditions of Contract").

## **Article 2**

### **Design-Builder's Services and Responsibilities**

**2.1 Design Services.** Design-Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering and other design professional services, required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design-Builder, or (ii) procured by Design-Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

### **2.2 Preliminary Services.**

**2.2.1** Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications and other technical materials and requirements prepared by or for Owner.

**2.2.2** If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an Additional Service pursuant to Section 2.7 hereof. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

**2.3 Schematic Design Documents.** Design-Builder shall prepare Schematic Design Documents based on Owner's Project Criteria, as may be revised in accordance with Section 2.2.2 hereof. The Schematic Design Documents shall include design criteria, drawings, diagrams and specifications setting forth the requirements of the Project. The parties shall meet to discuss the Schematic Design Documents and agree upon what revisions, if any, should be made. Design-Builder shall perform such agreed-upon revisions.

**2.3.1 Deliverable 1: New Community Center.** Design-Builder shall prepare a Conceptual Design of Community Center to include a Floor Plan and Elevation. This Conceptual Design shall be based upon a Preliminary Building Budget of Eight Million Dollars (\$8,000,000). Value of Deliverable 1 is Thirty Five Thousand Dollars (\$35,000).

**2.3.2 Deliverable 2: Athletic Fields.** Design-Builder shall develop a Conceptual Current Site Plan for Athletic Fields. Value of Deliverable 2 is Six Thousand Dollars (\$6,000).

**2.3.3 Deliverable 3: Preconstruction Budget.** Based on Owner's Project Criteria, the Schematic Design Documents, as each may be revised pursuant to Sections 2.2.2 and 2.3 above, and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a Preconstruction Budget to Owner for the Entire Project (the "Preconstruction Budget"). Value of Deliverable 3 is Fourteen Thousand Dollars (\$14,000).

**2.4 Review of Deliverables.** Design-Builder and Owner shall meet to discuss and review the Deliverables. If Owner has any comments regarding the Deliverables, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If Design-Builder finds the revisions acceptable, Design-Builder shall, upon receipt of Owner's notice, adjust the Deliverables.

**2.5 Completion of This Agreement.** Design-Builder's services under this Agreement shall be deemed completed upon meeting with Owner to discuss the Deliverables and making those revisions to the Deliverables, if any, Design-Builder finds acceptable.

## Article 3

### **Owner's Services and Responsibilities**

**3.1 Timely Performance.** Owner shall throughout the performance of this Agreement cooperate with Design-Builder. Owner shall perform its responsibilities, obligations and services, including its reviews and approvals of Design-Builder's submissions, in a timely manner so as not to delay or interfere with Design-Builder's performance of its obligations under this Agreement.

**3.2 Owner's Project Criteria.** Owner shall provide Design-Builder with Owner's Project Criteria. If Owner desires that Design-Builder assist Owner in developing such criteria as an Additional Service under Section 2.7 hereof, Owner shall provide Design-Builder with its objectives, limitations and other relevant information regarding the Project.

**3.3 Owner Provided Information.** Owner shall provide, at its own cost and expense, for Design-Builder's information and use, the following, all of which Design-Builder is entitled to rely upon in performing its obligations hereunder:

**3.3.1** Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

**3.3.2** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

**3.3.3** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use or necessary to permit the proper design and construction of the Project;

**3.3.4** A legal description of the Site;

**3.3.5** To the extent available, as-built and record drawings of any existing structures at the Site; and

**3.3.6** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including, but not limited to, Hazardous Conditions, in existence at the Site.

## **Article 4**

### **Ownership of Work Product**

**4.1 Work Product.** All drawings, specifications and other documents and electronic data furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth below.

**4.2 Owner's Limited License.** Design-Builder, upon payment in full of the amounts due Design-Builder under this Agreement, shall grant Owner a limited license to use the Work Product to use in their public advertisement Request for Proposal for Design-Builders.

## **Article 5**

### **Contract Time**

**5.1 Commencement Date.** Design-Builder shall commence performance of the services set forth in this Agreement within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. Design-Builder shall complete such services no later than sixty(60) calendar days after the Date of Commencement.

**5.2 Interim Dates.** Interim milestone dates, if any, of identified portions of the services set forth in this Agreement shall be achieved as described in a separate exhibit to this Agreement.

## **Article 6**

### **Contract Price**

**6.1 Contract Price.** The Contract Price for this Agreement is as set forth below: *(Provide for a fixed lump sum amount, cost of the work plus a fee with a GMP, hourly rates, or some other basis of compensation)*

The Fixed Lump Sum cost of this Contract is Fifty-Five Thousand Dollars (\$55,000). If Parrish Construction Group, Inc. is awarded the Design/Build Contract for the Construction of the facilities proposed, the Value of Deliverables 1 and 3 will be credited to the Owner during the Construction phase of the project. The Total Value of Deliverables 1 and 3 is Forty-Nine Thousand Dollars (\$49,000) as described in Sections 2.3.1 and 2.3.3.

**6.2 Scope of Contract Price.** The Contract Price shall be the full compensation due Design-Builder for the performance of all services set forth in this Agreement, and shall be deemed to include all the sales, use, consumer and other taxes mandated by applicable Legal Requirements. The Contract Price shall be adjusted to reflect any Additional Services agreed upon by the parties after execution of this Agreement.

## **Article 7**

### **Procedure for Payment**

**7.1 Payment.** Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: *(Insert terms)*

Fifty Percent (50%) shall be due upon execution of this agreement and Fifty Percent (50%) shall be due upon submission of Deliverables.

**7.2 Interest.** Payments due and unpaid by Owner to Design-Builder shall bear interest commencing five (5) days after payment is due at the rate of Lender's Prime + 5.00% per annum.

## **Article 8**

### **Electronic Data**

#### **8.1 Electronic Data.**

**8.1.1** The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

#### **8.2 Transmission of Electronic Data.**

**8.2.1** Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

**8.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

**8.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

#### **8.3 Electronic Data Protocol.**

**8.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 8.3.

**8.3.2** Electronic Data will be transmitted in the format agreed upon in Section 8.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

**8.3.3** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information if such information changes prior to Final Completion.

**8.3.4** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

## Article 9

### **Other Provisions**

**9.1 Initial Dispute Resolution.** The parties agree that any claim, dispute or controversy arising out of or relating to this Agreement or the breach thereof that cannot be resolved through discussions by the parties shall be submitted to non-binding mediation administered by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to the Construction Industry Mediation Rules then in effect. Any claim, dispute, or controversy arising out of or relating to this Agreement or the breach thereof which has not been resolved by mediation shall be submitted to binding arbitration administered by the AAA pursuant to the Construction Industry Arbitration Rules then in effect.

**9.2 Confidentiality.** Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies it as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the services set forth in this Agreement.

**9.3 Assignment.** Neither Design-Builder nor Owner shall without the written consent of the other party assign, transfer, or sublet any portion or part of its obligations under this Agreement.

**9.4 Governing Law.** This Agreement shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

**9.5 Severability.** If any provision or any part of a provision of this Agreement shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provisions or parts of the provision of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part was deleted.

**9.6 Amendments.** This Agreement may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of both parties.

**9.7 Entire Agreement.** This Agreement forms the entire agreement between Owner and Design-Builder. No oral representations or other agreements have been made by the parties except as specifically stated in this Agreement.

**9.8 Other Provisions.** Other provisions, if any, are as follows:

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

**OWNER:**

**DESIGN-BUILDER:**

\_\_\_\_\_  
*(Name of Owner)*

\_\_\_\_\_  
*(Name of Design-Builder)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Printed Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Title)*

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

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

**Caution: You should sign an original DBIA document which has this caution printed in blue. An original assures that changes will not be obscured as may occur when documents are reproduced.**





# MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Purchase of Thermal Imaging Cameras

Background/History/Details:

Five of the fire engines currently have Thermal Imaging Cameras that are 18 years old. Cameras still function, but are unable to be fixed or repaired due to parts if and when issues occur. This item has been on the list of needs for several years, but due to funding limitations and prioritizing, they have not been able to be purchased with general operating funds or higher priority capitol expenditure funds.

What action are you seeking from the Board of Commissioners?

Approve purchase of 3 cameras in the amount of \$22,860 and a budget amendment to transfer \$22860 from Fire Personnel to Fire Small Equipment line item.

If this item requires funding, please describe:

Budget amendment from 51.1100 (Personnel) line item will cover the funding. Due to vacant positions for the first 6-months of the fiscal year, this line item will have approximately \$74,000 in excess funds at the end of the fiscal year after all payroll has been met.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval


Staff Notes:


**PURCHASE ORDER REQUEST FORM  
MORGAN COUNTY, GEORGIA**

PO# \_\_\_\_\_

**Vendor Quotation Requirements**  
\$2,000.00 - \$99,999 - Three quotes required  
\$100,000 & up - Sealed bids

ACCOUNT NUMBER	QTY	UNIT	DESCRIPTION	VENDOR #1 Ten- 8		VENDOR #2 NetZero Tools		VENDOR #3	
				UNIT	EXTENDED	UNIT	EXTENDED	UNIT	EXTENDED
53.16	3		MSA E6000 Thermal Imager Camera	\$7,620.30	\$22,860.90	11000	\$33,000.00		\$0.00
				<b>Total</b>	<b>\$22,860.90</b>		<b>\$33,000.00</b>		<b>\$0.00</b>

Recommended Vendor: <b>Ten-8 For 22,860.90</b>	Requesting Department	<u>Fire Dept</u>	Date	<u>6/9/2021</u>
	Elected Official/Department Head: <u></u>		Date	<u>6/9/2021</u>

For Purchases Exceeding \$7,500  Date approved by Commission: _____  Any stipulations of the Commission: _____	Approved for preparation of purchase order	
	 Purchasing Officer	<u>670-21</u> Date



# MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

The gate control system at Public Works is not functioning. The controller is not repairable and some gate hardware needs to be replaced. Bids were obtained to replace the necessary gate hardware and controller. The new system will be touch less. Employees will be able to open the gate with their current door access cards. The card reader will be installed at two heights - one for cars and one for buses/trucks. The B.O.E. will be able to program access cards for their personnel. An loop will be installed in the pavement to open the gate automatically to exit the facility. A battery backup system is included to open the gate in the event of power failure. There are sufficient funds in Capital Projects Fund for the project. Recommend EMC Security perform the work for \$24,500.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:





# MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

An RFP to provide for the transportation and disposal of solid waste for 3 years with option to renew annually for up to 2 years was issued. Bids were received from Republic Services and Amwaste. Advanced Disposal submitted a letter stating they were declining to bid due to current conditions of the trucking industry market. The current contract with Republic Services expires on June 30, 2021. The proposals have been reviewed. Recommend to award the contract to Republic Services.

What action are you seeking from the Board of Commissioners?

Motion to award contract for the transportation and disposal of solid waste to Republic Services and authorize the Chairman to sign necessary documents.

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



## Solid Waste Transportation and Disposal Services Bid Tab

Company	Date/Time Received	Insurance/ Licenses	Cost Per Ton
Republic Services	05/27/21 @ 0845	Yes	\$45/ton- 3% annual escalator
Amwaste	05/27/21 @ 0935	Yes	\$52/ton - annual escalator based on CPI for water, sewer and trash
Advanced Disposal	Decline to bid		



# MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

The terms of Maynard "Butch" Thompson, Paul Courchaine and Dr. Dan Zant are set to expire June 30, 2021 on the Hospital Board. All three members have submitted applications to be considered for reappointment.  
  
No other applications were received.  
  
If reappointed, terms would begin 07/01/2021 and end 06/30/2024.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



# Morgan County Advisory Board Application

Morgan County Hospital Authority

**Applicant Information:**

Full Name Maynard "Butch" H. Thompson, Jr.

Address Buckhead, GA 30625

Mailing Address (If different) Same

Telephone-Home \_\_\_\_\_ Telephone-Work \_\_\_\_\_  
I reside in Commission District# 5

**Board interested in serving on:**

**Hospital Authority**

**Background Information:**

Occupation/Employer EXECUTIVE DIRECTOR MADISON FUMC

Education: BACHELORS IN BUSINESS MANAGEMENT - UA TECH

Do you have any experience in the field you are applying? If so explain.  
9 YEARS PREVIOUS EXPERIENCE ON THE HOSPITAL AUTHORITY

**Contribution/Intentions:**

What do you feel will be your biggest contribution if appointed to this board/position?  
OPERATIONALS MANAGEMENT EXPERIENCE CONSTRUCTION EXPERIENCE  
EXECUTIVE MANAGEMENT EXPERIENCE

**Other Comments or Information:**

This board meets the last Thursday of each month at 5:30 P.M. in the Education Room, 1740 Lions Club Road, Madison, GA. In addition, there are Special Called Meetings on an as needed basis.

**Policy:**

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County and all municipalities in a professional and courteous manner and fully divulge any and all potential conflicts of interest.

Maynard H. Thompson  
Signature

5/6/2021  
Date





# Morgan County Advisory Board Application

Morgan County Hospital Authority

## Applicant Information:

Full Name Paul R. Courchaine  
 Address Madison GA 30650  
 Mailing Address (If different)  
 Telephone-Home Telephone-Work  
 I reside in Commission District# 1  
 Board interested in serving on: Hospital Authority

## Background Information:

Occupation/Employer – Banker – United Bank  
 I have been in banking since 1983 as a commercial and construction lender. I am currently the Division President for The Madison Division of United Bank.

### Education:

Newton County Comprehensive High School. BBA in Finance from Georgia State University. Banking School through The Banking School of the South at LSU.

### Do you have any experience in the field you are applying? If so explain.

Yes, I'm currently serving my third 3 year term for the Hospital Authority Board. I've attended numerous Hospital conferences through GHA and I have received my certification as a hospital trustee through the GHA.

## Contribution/Intentions:

### What do you feel will be your biggest contribution if appointed to this board/position?

I have served on the Authority Board for 9 years as the treasurer and I've gained experience in hospital finance and terminology. With my back ground in banking, I can provide leadership as the Hospital moves into their new building. I'm fiscal conservative with good common sense decision making.

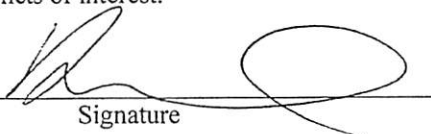
## Other Comments or Information:

My wife Susan is a teacher at Morgan County High School and we have two children. We are members of St James Catholic Church. I'm a member of The Rotary Club of Morgan County. I am health conscious and work out regular through playing golf and walking.

This board meets the last Thursday of each month at 5:30 P.M. in the DFACS building at 2005 South Main Street, Madison, GA. In addition, there are Special Called Meetings on an as needed basis.

## Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County and all municipalities in a professional and courteous manner and fully divulge any and all potential conflicts of interest.

  
 Signature

5-13-21  
 Date



# Morgan County Advisory Board Application

Morgan County Hospital Authority

### Applicant Information:

W. Daniel Zant, Jr. MD \_\_\_\_\_

Full Name

\_\_\_\_\_, Madison, GA 30650 \_\_\_\_\_

Address

Same \_\_\_\_\_

Mailing Address (If different)

Telephone-Home \_\_\_\_\_

Telephone-Work \_\_\_\_\_

I reside in Commission District# 2

### Board interested in serving on:

### Hospital Authority

### Background Information:

Occupation/Employer

Self employed physician

Education:

UGA - undergrad. Mercer Univ Medical School & Residency Program.

Do you have any experience in the field you are applying? If so explain.

yes. 15 years Board member

### Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?

Medical insight or ongoing knowledge of hospital operations/continuity

### Other Comments or Information:

This board meets the last Thursday of each month at 5:30 P.M. in the Education Room, 1740 Lions Club Road, Madison, GA. In addition, there are Special Called Meetings on an as needed basis.

### Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County and all municipalities in a professional and courteous manner and fully divulge any and all potential conflicts of interest.

[Signature]  
Signature

5-11-21  
Date



# MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

The term of Sheree Evans is set to expire June 30, 2021 on the DFACS Board. Mrs. Evans submitted an application to be considered for reappointment.  
  
No other applications were received.  
  
If reappointed, the term would begin 07/01/2021 and end 06/30/2026.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



# Morgan County Advisory Board Application

### Applicant Information:

Sheree M EVANS

Full Name  
P.O. Box 576

Address  
Madison, GA 30650

Mailing Address (If different)

Telephone-Home

Telephone-Work

Board interested in serving on:

Commission District 4

Morgan County DFACS Board – Board meets quarterly the last Tuesday of the month.  
5 year term.

### Background Information:

Occupation/Employer  
Personal Lines Manager / Jones Ewing Dobbs & Tamplin  
Madison, GA 30650

Education:  
12 yr - high school diploma - 1 yr of college

Do you have any experience in the field you are applying? If so explain.

I am a person that wants to help where I can in the community -  
I do not have the training or education but ~~we~~ have a passion for our children & Elderly in  
our county

### Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?

listen and giving moral support to the DFACS employees

### Other Comments or Information:

I have served 2 terms on this board and in 1985, my mother  
served on this board

### Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County and all municipalities in a professional and courteous manner and fully divulge any and all potential conflicts of interest. I understand that advisory boards offer advice and recommendations but policy decisions are the sole responsibility of the Board of Commissioners.

[Handwritten Signature]  
Signature

6-9-2021  
Date



# MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Election Board Applications-Discussion Only

Background/History/Details:

The County is currently taking applications to appoint five individuals to the Board of Elections beginning July 1, 2021. Attached are the applications received so far.  
  
The last day to submit an application is June 17, 2021 at 5:00 p.m. The Board will hold a special called meeting June 22, 2021 to appoint members to the board.

What action are you seeking from the Board of Commissioners?

If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Approved by Purchasing

Manager's Approval

Staff Notes:



# Morgan County Board of Elections & Registration Application

## Applicant Information:

Helen Butler

Full Name

Madison, Buckhead, GA 30625

Address

1310 Cox Road, Madison, GA 30650

Mailing Address (If different)

Telephone-Home

Telephone-Work

Email Address

## Board interested in serving on: Board of Elections & Registration

This board meets 3<sup>rd</sup> Thursday of every month @10:00 a.m., 150 E. Washington St, Madison, GA (Upstairs conference room). This is a 4-year term.\* For more information, contact Jennifer Doran at 706-343-6311. This Board also meets every election night and occasionally for special called meetings, including a meeting to certify an election.

## Background Information:

### Occupation/Employer:

Georgia Coalition for the People's Agenda - I serve as the Executive Director with responsibility for overseeing the diverse seven office operation across the state - employing some 200+ consultants and employees

Do you hold an elected office or have a family member that is an elected official?  YES  NO

### Education:

Bachelor Business Administration

Do you have any experience in the field you are applying? If so, explain.

Yes, I've served on the Board of Elections and I have extensive work experience in legislative and advocacy work around civic engagement.

## Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?

Experience and knowledge of the elections operations through actual board experience and advocacy work. I also have an extensive background human resources from my corporate work experience.

## Other Comments or Information:

## Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County, all municipalities, the laws of the State of Georgia, and the rules of the State Election Board in a professional and courteous manner and fully divulge any and all potential conflicts of interest.

Signature

June 7, 2021

Date

\*If being appointed July 1, 2021, this term is to complete a partial term that will end either December 31, 2021 or December 31, 2023.



# Morgan County Board of Elections & Registration Application

### Applicant Information:

Mary Kay Clyburn  
Full Name

Madison 30650  
Address

\_\_\_\_\_  
Mailing Address (If different)

\_\_\_\_\_  
Telephone-Home Telephone-Work N/A Email Address

### Board interested in serving on: Board of Elections & Registration

This board meets 3<sup>rd</sup> Thursday of every month @10:00 a.m., 150 E. Washington St, Madison, GA (Upstairs conference room). This is a 4-year term.\* For more information, contact Jennifer Doran at 706-343-6311. This Board also meets every election night and occasionally for special called meetings, including a meeting to certify an election.

### Background Information:

Occupation/Employer:  
Retired. Previously worked 20+ years as an educator  
grades K-8 in private and public schools

Do you hold an elected office or have a family member that is an elected official?  YES  NO

### Education:

M.Ed Math+Science Education, B.S. Early Childhood Ed.

Do you have any experience in the field you are applying? If so, explain.

I have worked as a poll worker and poll manager for  
Morgan County Board of Elections for several years.

### Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?

I have an understanding of the "mechanics" of our  
election process, rules and regulations as well as an  
understanding and ongoing interest in the state election process.

### Other Comments or Information:

I am also currently a member of the county  
Board of Equalization. I am committed to

Policy: following the state regulations and being  
fair and impartial in decision-making.

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County, all municipalities, the laws of the State of Georgia, and the rules of the State Election Board in a professional and courteous manner and fully divulge any and all potential conflicts of interest.

Mary Kay Clyburn  
Signature

6/9/21  
Date

\*If being appointed July 1, 2021, this term is to complete a partial term that will end either December 31, 2021 or December 31, 2023.



# Morgan County Board of Elections & Registration Application

### Applicant Information:

Julie Mobley Benkoski  
Full Name

Madison, GA 30650  
Address

Mailing Address (If different)

Telephone-Home Telephone-Work Email Address

### Board interested in serving on: Board of Elections & Registration

This board meets 3<sup>rd</sup> Thursday of every month @10:00 a.m., 150 E. Washington St, Madison, GA (Upstairs conference room). This is a 4-year term.\* For more information, contact Jennifer Doran at 706-343-6311. This Board also meets every election night and occasionally for special called meetings, including a meeting to certify an election.

### Background Information:

Teacher at Greene County High School  
Occupation/Employer:

Do you hold an elected office or have a family member that is an elected official?  YES  NO

Bachelor's of Science in Education  
Education:

I'm interested in our local government.  
Do you have any experience in the field you are applying? If so, explain.

### Contribution/Intentions:

I feel I could represent Morgan County in an honest, fair, distinctive manner as a teacher, business owner and citizen.  
What do you feel will be your biggest contribution if appointed to this board/position?

I'm interested in my community and want to use wisdom with integrity.  
Other Comments or Information:

### Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County, all municipalities, the laws of the State of Georgia, and the rules of the State Election Board in a professional and courteous manner and fully divulge any and all potential conflicts of interest.

Julie Benkoski  
Signature

6-10-2021  
Date

\*If being appointed July 1, 2021, this term is to complete a partial term that will end either December 31, 2021 or December 31, 2023.





# Morgan County Board of Elections & Registration Application

### Applicant Information:

Barry Broadnax  
 Full Name

1, Buckhead, GA. 30625  
 Address

\_\_\_\_\_  
 Mailing Address (If different)

\_\_\_\_\_  
 Telephone-Home                      Telephone-Work                      Email Address

### Board interested in serving on: Board of Elections & Registration

This board meets 3<sup>rd</sup> Thursday of every month @10:00 a.m., 150 E. Washington St, Madison, GA (Upstairs conference room). This is a 4-year term.\* For more information, contact Jennifer Doran at 706-343-6311. This Board also meets every election night and occasionally for special called meetings, including a meeting to certify an election.

### Background Information:

Retired  
 Occupation/Employer:

Do you hold an elected office or have a family member that is an elected official?  YES  NO

High school, 3 years of college  
 Education:

Do you have any experience in the field you are applying? If so, explain.  
Georgia Jawsen, Economic Development Board; Sheltering Arms Board; Morgan County Recreation Board; Representative Pat Swindall Board.

### Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?  
Willing to consider new ideas; unprejudiced; strong leadership skills

### Other Comments or Information:

### Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County, all municipalities, the laws of the State of Georgia, and the rules of the State Election Board in a professional and courteous manner and fully divulge any and all potential conflicts of interest.

Barry Broadnax                      6/9/21  
 Signature                                      Date

\*If being appointed July 1, 2021, this term is to complete a partial term that will end either December 31, 2021 or December 31, 2023.



# Morgan County Board of Elections & Registration Application

### Applicant Information:

JOHN T. STRICKLAND, Jr.  
 Full Name \_\_\_\_\_  
Rutledge, GA 30663  
 Address \_\_\_\_\_  
 Mailing Address (If different) \_\_\_\_\_  
 Telephone-Home \_\_\_\_\_ Telephone-Work \_\_\_\_\_ Email Address J

### Board interested in serving on: Board of Elections & Registration

This board meets 3<sup>rd</sup> Thursday of every month @10:00 a.m., 150 E. Washington St, Madison, GA (Upstairs conference room). This is a 4-year term.\* For more information, contact Jennifer Doran at 706-343-6311. This Board also meets every election night and occasionally for special called meetings, including a meeting to certify an election.

### Background Information:

Occupation/Employer:  
Retired - Assistant Chief - Gwinnett County Police Department

Do you hold an elected office or have a family member that is an elected official?  YES  NO

Education:  
Masters Degree / Public Administration - Columbus State University  
Bachelors Degree / Criminal Justice - West Georgia College

Do you have any experience in the field you are applying? If so, explain.  
NO

### Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?  
My 29 years government experience in Gwinnett County. As a former police officer, I have spent my career making critical decisions and resolving differences while following the letter of the law.

Other Comments or Information:  
I Am very organized, Reliable, level-headed, and A good Communicator.

### Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County, all municipalities, the laws of the State of Georgia, and the rules of the State Election Board in a professional and courteous manner and fully divulge any and all potential conflicts of interest.

John T. Strickland \_\_\_\_\_ June 10, 2021  
 Signature Date

\*If being appointed July 1, 2021, this term is to complete a partial term that will end either December 31, 2021 or December 31, 2023.

# John T. Strickland

---

**Objective** To become a member of the Morgan County Election Board

**Experience** **Gwinnett County Police Department (1989-2018)** **Lawrenceville, GA**  
(Retired on March 23, 2018)

**Assistant Chief**

- Uniform Division Commander- Managed 423 Uniform Officers 2017-2018

**Police Major**

- Uniform Division- Special Operations 2013-2018
- Uniform Division- North Precinct 2012-2013
- Uniform Division- South Precinct 2011-2012
- Special Investigations Section 2009-2011
- Uniform Division- West Precinct 2008-2009

**Police Lieutenant**

- Tactical Operations / Crime Suppression 2008-2008
- Uniform Division- South/East Precincts 2005-2008
- Training Division 2004-2005
- Office of the Chief- Accreditation Manager 2003-2004
- Special Operations- Crime Prevention Unit 2001-2002
- Criminal Investigations- Persons and Property 2000-2001

**Police Sergeant**

- Special Operations- DUI Task Force 1998-2000
- Special Operations- Crime Prevention Unit 1997-1998
- Uniform Division- South Precinct 1996-1997

**Police Officer**

- Uniform Division- All Five Precincts 1989-1996

**Education** **Columbus State University, Columbus, GA** 2004-2006

- Masters Degree in Public Administration
- Member of the Pi Alpha Alpha Honor Society (3.8 GPA)

**West Georgia College, Carrollton, GA** 1985-1989

- Bachelor of Science Degree with a Major in Criminal Justice
- Member / Officer Tau Kappa Epsilon Fraternity
- Resident Advisor

**South Gwinnett High School, Snellville, GA** 1981-1985

**Training****3,200 Total Hours of Specialized Training to Include:**

- 120 Hour IACP Leadership in Police Organizations Course
- 480 Hour Command College- Columbus State University
- 160 Hour EXCEL Advanced Management Course – Carl Vincent Institute / University of Georgia
- 80 Hour POST Instructor School
- 24 Hour Accreditation Manager Training Course- Commission for the Accreditation of Law Enforcement Agencies
- 24 Hour Seven Habits for Highly Effective People Course
- 40 Hour Basic Crime Prevention Course
- 40 Hour Crime Prevention Through Environmental Design Course
- 80 Hour Investigator Course
- 40 Hour Auto Theft Investigator Course
- 120 Hour Supervision Course
- 24 Hour Practical Homicide Investigation Course
- 36 Hour Gwinnett County Management Course
- 36 Hour Gwinnett County Supervisor Course
- 120 Hour Management Course
- 40 Hour Field Training Officer Course
- 40 Hour Police Cyclist Course

**Past Projects/Committees/Recognition**

- Balanced Scorecard Coordinator- Uniform Division
- Editor / Chairman of the Police Newsletter Committee
- Member of the Police Honor Guard
- Member of the Sergeant's and Lieutenant's Promotional Boards
- Member of the Police Interview Board
- Member of the Police Accident Review Board
- Student Mentor at Magill Elementary School
- 97 Letters of Commendation

**Other**

- Morgan County Resident since 2018
- Married to Jenny Strickland
- Active Member of the Crossroads Baptist Church in Social Circle, GA
- Volunteer for Animal Rescue Groups in Morgan County
- Member of the Hard Labor Creek State Park Friends Volunteer Group
- Hobbies: Vehicle and Tractor Restorations, Piano, Travel



# Morgan County Board of Elections & Registration Application

## Applicant Information:

AVERY JACKSON  
 Full Name

MADISON GA 30650  
 Address

MADISON GA 30650  
 Mailing Address (if different)

Telephone-Home \_\_\_\_\_ Telephone-Work \_\_\_\_\_ Email Address \_\_\_\_\_

## Board interested in serving on: Board of Elections & Registration

This board meets 3<sup>rd</sup> Thursday of every month @10:00 a.m., 150 E. Washington St, Madison, GA (Upstairs conference room). This is a 4-year term.\* For more information, contact Jennifer Doran at 706-343-6311. This Board also meets every election night and occasionally for special called meetings, including a meeting to certify an election.

## Background Information:

Occupation/Employer:  
CONTRACTOR / SIEMENS

Do you hold an elected office or have a family member that is an elected official?  YES  NO

Education:  
COLLEGE

Do you have any experience in the field you are applying? If so, explain.  
YES  
STATE CERTIFIED ELECTION OFFICIAL

## Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?  
FAIRNESS, EQUITY, JUSTICE

Other Comments or Information:  
GOAL: TO OPPOSE BIGOTS, RACISTS, LIARS, AND CHEATERS IN  
MORGAN COUNTY GOVERNMENT

Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County, all municipalities, the laws of the State of Georgia, and the rules of the State Election Board in a professional and courteous manner and fully divulge any and all potential conflicts of interest.

Avery Jackson \_\_\_\_\_  
 Signature Date

\*If being appointed July 1, 2021, this term is to complete a partial term that will end either December 31, 2021 or December 31, 2022



# Morgan County Board of Elections & Registration Application

### Applicant Information:

Robert V. Baldwin  
 Full Name  
Madison 30650  
 Address  
Madison 30650  
 Mailing Address (If different)  
 Telephone-Home Telephone-Work Email Address

### Board interested in serving on: Board of Elections & Registration

This board meets 3<sup>rd</sup> Thursday of every month @10:00 a.m., 150 E. Washington St, Madison, GA (Upstairs conference room). This is a 4-year term.\* For more information, contact Jennifer Doran at 706-343-6311. This Board also meets every election night and occasionally for special called meetings, including a meeting to certify an election.

### Background Information:

Occupation/Employer:  
Self Employed Land Surveyor & Engineer  
 Do you hold an elected office or have a family member that is an elected official?  YES  NO

Education:  
BS Engineering - Auburn Univ.  
MBA Troy Univ.  
MSA GA College  
 Do you have any experience in the field you are applying? If so, explain.  
No.

### Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?  
Impartial & practical. Loyal to Morgan County

### Other Comments or Information:

### Policy:

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[Signature] 6/9/2021  
 Signature Date

\*If being appointed July 1, 2021, this term is to complete a partial term that will end either December 31, 2021 or December 31, 2023.



# Morgan County Board of Elections & Registration Application

### Applicant Information:

JAMES TERRY EVANS  
Full Name

MADISON, GA, 30650 - MAIL = P.O. BOX 576  
Address  
Mailing Address (If different)

Telephone-Home \_\_\_\_\_ Telephone-Work \_\_\_\_\_ Email Address \_\_\_\_\_

### Board interested in serving on: Board of Elections & Registration

This board meets 3<sup>rd</sup> Thursday of every month @10:00 a.m., 150 E. Washington St, Madison, GA (Upstairs conference room). This is a 4-year term.\* For more information, contact Jennifer Doran at 706-343-6311. This Board also meets every election night and occasionally for special called meetings, including a meeting to certify an election.

### Background Information:

Occupation/Employer:  
RETIRED HUMAN RESOURCES DIRECTOR - M<sup>e</sup> MASTER - CALL SUPPLY - ATLANTA, GA.

Do you hold an elected office or have a family member that is an elected official?  YES  NO

Education:  
BBA - BUSINESS MANAGEMENT

Do you have any experience in the field you are applying? If so, explain.  
TRAINED MEDIATOR - PROFESSIONAL IN HUMAN RESOURCES - PHR

### Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?  
ABILITY TO LISTEN AND MAKE INFORMED DECISIONS. TRAINING & EXPERIENCE IN MEDIATION

Other Comments or Information:  
TEAM PLAYER - FAIR MINDED

### Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County, all municipalities, the laws of the State of Georgia, and the rules of the State Election Board in a professional and courteous manner and fully divulge any and all potential conflicts of interest.

[Signature]  
Signature

6/9/2021  
Date

\*If being appointed July 1, 2021, this term is to complete a partial term that will end either December 31, 2021 or December 31, 2023.



# Morgan County Board of Elections & Registration Application

### Applicant Information:

James Richard Woodard  
Full Name

Madison  
Address

Mailing Address (If different)

Telephone-Home Telephone-Work Email Address

### Board interested in serving on: Board of Elections & Registration

This board meets 3<sup>rd</sup> Thursday of every month @10:00 a.m., 150 E. Washington St, Madison, GA (Upstairs conference room). This is a 4-year term.\* For more information, contact Jennifer Doran at 706-343-6311. This Board also meets every election night and occasionally for special called meetings, including a meeting to certify an election.

### Background Information:

Occupation/Employer:  
Retired, National FFA Organization, Parrish Construction

Do you hold an elected office or have a family member that is an elected official?  YES  NO

Education:  
E,DD Administration/Leadership, EDS - MED, BAS  
See Attached Bio

Do you have any experience in the field you are applying? If so, explain.  
Yes, Former Chairman BOE

### Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?  
I feel I have experience in serving and leading boards for effective governance

Other Comments or Information:  
I would be honored to serve to protect the integrity of our Elections process and provide Accessibility.

### Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County, all municipalities, the laws of the State of Georgia, and the rules of the State Election Board in a professional and courteous manner and fully divulge any and all potential conflicts of interest.

[Signature]  
Signature

6/4/21  
Date

\*If being appointed July 1, 2021, this term is to complete a partial term that will end either December 31, 2021 or December 31, 2023.



Born in Valdosta, James R. Woodard grew up in Nicholls, Georgia in Coffee County. He attended Nicholls High School where he was a member of the local FFA chapter for six years serving as reporter and vice-president. He participated in many FFA contests and leadership events including agricultural mechanics, forestry, public speaking, and land judging. He also showed beef cattle and swine and had other SAE's including blueberries and rabbits.

Dr. Woodard attended Abraham Baldwin Agricultural College and received an Associate Degree in Agriculture in 1985. He graduated from the University of Georgia in 1987 with a Bachelor of Science in Agricultural Education. He holds a Masters Degree and a Specialist Degree in Education. His thesis was on "Perceptions and Attitudes of Counselors Regarding Programs of Agriculture Education in the State of Georgia." In 2015 he completed his Doctorate of Education Degree in Educational Leadership in The Program of Educational Administration and Policy.

His career began as the Young Farmer teacher at Jeff Davis High School. He conducted the county Young Farmer Education Program including teaching Young Farmer education classes and serving as advisor of the Jeff Davis Young Farmer Organization. Jeff Davis won the district outstanding chapter award during Woodard's second year as advisor.

As an agricultural education teacher at Jeff Davis High School in Hazlehurst, Georgia, for seven years, he served as the head of the agricultural education department, agricultural education instructor, and advisor of the local FFA Organization. The Jeff Davis FFA chapter won the state ag mechanics contest three years and the farm business management contest two years. Under Dr. Woodard's direction, the Jeff Davis FFA Chapter had numerous state proficiency winners and state degree recipients as well as a national specialty crop proficiency finalist.

In July 1996, James became an Area Teacher in horticulture for the Georgia Department of Education. He developed curriculum and instructional units in horticulture, provided technical assistance related to area horticulture programs, and coordinated horticulture related FFA career and leadership activities. He conducted staff development for teachers as well as secondary and postsecondary instruction in horticulture. He also served as liaison with personnel from the horticulture industry.

Dr. Woodard moved to the Southern Region Coordinator position for agricultural education in 1998 where he directed local and regional agricultural education activities. He coordinated area, regional, and state FFA leadership activities and managed the South Region Area Teacher Team. He conducted evaluations of standards and developed program improvement plans with local school systems. He developed and monitored the agricultural education budget and coordinated the 2020 Vision Project for Agricultural Education in Georgia. He also served as liaison with the agriculture industry.

In January 2000, he began serving as the State Director of Agricultural Education in Georgia. Under the broad supervision of the Deputy Superintendent, this position is

responsible for providing overall leadership and strategic direction for the Agricultural Education program as well as fulfilling legal requirements and developing and overseeing program policy. This includes providing direction for curriculum and instruction to all high school and middle school agricultural education programs. It also includes providing direction for and budget administration for the high school grant programs such as Young Farmer, Short-term Adult, Area Teacher, Foods Systems Technology, Youth Camps, Extended Year, and Industry Certification.

In 2005, he became the State Director of Career, Technical and Agricultural Education where oversaw the re-engineering of the Georgia's vocational education program. This included a complete overhaul of the curriculum into a system of career pathways, the development of a comprehensive delivery approach for professional development, the resurgence of the state professional teachers association and a renewed effort to increase the capacity of work based learning for all students.

Dr. Woodard served as the Director of Career, Technical and Agricultural Education for the Newton County. In this role, he was responsible for curriculum development and implementation, facility and technology improvements, industry based professional development and work based learning students. He also served as the CEO/Principal of the Newton College and Career Academy (NCCA). NCCA is a charter school with the mission of enhancing the academic achievement and providing students with the knowledge and skills necessary to succeed in postsecondary education and the workforce.

In 2014, Dr. Woodard was chosen as the Superintendent for the Morgan County Charter School System. Morgan County Charter School System created a master for improving facilities which includes the building of transportation center, high school, middle school, and career academy.

Dr. Woodard currently serves as the National FFA Advisor, Chairman of the Board for the National FFA Organization, and the National Director of Agricultural Education. The National FFA Organization is a 700,000-student member organization preparing members for leadership and careers in the science, business and technology of agriculture.

Dr. Woodard also serves as a facility planning manager for Parrish Construction Group. In this role, Dr. Woodard serves K-12 school systems and higher education institutions with facility planning expertise.

Throughout his career Dr. Woodard has received several awards. He was recognized as the state GVATA Outstanding Young Teacher and received the GVATA Outstanding Program of the Year award as well as the regional NVATA Outstanding Young Teacher Award in 1993. The previous year, he was recognized as the Georgia Vocational Association Teacher of the Year in Agriculture. In 1991 he was the Georgia Soil Conservation Teacher of the Year. He became an Honorary Member of the Jeff Davis Young Farmers in 1990.

Dr. Woodard has been a member of several professional educational and agricultural associations throughout his career. He is currently a member of the Association for Career Technical Education, Georgia Association for Career and Technical Education and the Professional Association of Georgia Educators. He was a member of the, the NVATA, the Georgia Vocational Association, and the GVATA for which he served as president, district director, and Summer Leadership Conference coordinator. He was a member of the National Association of State Supervisors of Agriculture Education. He also served a three-year term on the National FFA Board and the National FFA Foundation Board of Trustees. He organized the 1995 Region V NVATA Leadership Conference. He served as the Georgia FFA Alumni State Coordinator and is a Life Member of the National FFA Alumni Association. He has been a member of the Georgia Agribusiness Council, Georgia Farm Bureau, and Atlanta Farmers Club.

Dr. Woodard is also active in the community. He taught the youth Sunday School classes at his church for several years. He served as chairman of the Jeff Davis County Chapter of the American Cancer Relay for Life Committee. He was a member of the Hazlehurst Lions Club and served as president. He is currently a member of Centennial Baptist Church in Rutledge. He also serves as a board member for the Georgia Junior Livestock Foundation and as a member of the planning committee of the Piedmont Area Cattle Show. He is active in the Madison Rotary Club and will serve as president in 2019-2020.

He is married to Janet Ramay Woodard and they have two beautiful children, Claire and Will. Claire is an agriculture teacher in Gilmer County, Ga. Will is enrolled at the University of Georgia with a major in agribusiness.



Morgan County Board of Elections & Registration Application

Applicant Information:

Wendell D. McNeal

Full Name

Address

Madison, GA 30650

Mailing Address (If different)

Telephone-Home

Telephone-Work

Email Address

Board interested in serving on: Board of Elections & Registration

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Background Information:

Occupation/Employer:

Entrepreneur-Finance & Real Estate; President-KeyCorp Financial, Inc.

Do you hold an elected office or have a family member that is an elected official? YES NO

Education:

Degree from So. GA Technical College but true education from starting & operating for 27 years a business including 4 stores & 80 employees, which I ultimately sold to a Fortune 500 Company

Do you have any experience in the field you are applying? If so, explain.

Delegate to 2020 Electoral College; Was legislative aide to GA's House Judiciary; Poll watcher in several counties

Contribution/Intentions:

What do you feel will be your biggest contribution if appointed to this board/position?

Using the knowledge I have acquired of the election process to insure every person is treated fairly without discrimination through out the voting process

Other Comments or Information:

Morgan County resident for 16 years; Board Member of Boys & Girls Club of North Central Georgia; Treasurer of YCAF National Guard Youth Foundation

Policy:

I understand the obligations and commitments required by this board/position. If appointed by the Morgan County Board of Commissioners, I agree to serve and faithfully execute the obligations and commitments of said board/position for the duration of the term of appointment. In all respects, I will uphold the ordinances and policies of Morgan County, all municipalities, the laws of the State of Georgia, and the rules of the State Election Board in a professional and courteous manner and fully divulge any and all potential conflicts of interest.

[Handwritten signature]

Signature Wendell D McNeal

06/11/2021

Date

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