



MORGAN COUNTY COMMISSION

A G E N D A

June 18, 2019

5:00 PM

150 East Washington Street, Madison, GA

Pledge and Invocation

Agenda Approval

Unfinished Business

1. CVB Board Opening
2. Republic Services Contract Renewal

New Business

3. FY 2020 Budget Approval/2019-RES-002
4. 2020 Census Resolutions/2019-RES-003 & 2019-RES-004
5. RFP-Professional Auditing Services
6. Energy Performance Project Update
7. Baseball Field Infield Tune Up
8. Repair and Repainting of Courtroom Ceiling
9. Clean-Up of Dilapidated Properties and Structures - **Discussion**
10. Emergency Equipment for Sheriff's Vehicles
11. Georgia Indigent Defense Services Agreement
12. Walton Mill Road Bridge Replacement - **Discussion**
13. Agricultural Center Authority Board Opening
14. Dept. of Family & Children Services Board Opening
15. Morgan Medical Center Authority Board Openings
16. NEGA Regional Commission Board Opening
17. NEGA Regional 10 EMS Advisory Board Opening
18. Commissioner Liaison Reports
19. Public Comments on Agenda Items

EXECUTIVE SESSION

20. Personnel and Potential Litigation



MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Adam Mestres

Meeting Date: mm/dd/yyyy 6/18/2019

Type of Request:

Old Business

Wording for the Agenda:

CVB Board Openings

Background/History/Details:

The term of David Guzzman expires June 30th, 2019. Mr. Guzzman does not wish to be reappointed.

The following applications have been received for consideration for the CVB Board:

- 1-Karen Wibell
- 2-Brandie Anderson
- 3-Wendell McNeal
- 4-Lance Alexander

What action are you seeking from the Board of Commissioners?

Motion to appoint one applicant to the CVB Board with term beginning July 1st, 2019 and ending June 30th, 2021.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** 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

No

Approved by Purchasing

No

Manager's Approval

No

Staff Notes:



MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Mark Williams

Meeting Date: mm/dd/yyyy

6/4/2019

Type of Request:

New Business

Wording for the Agenda:

Republic Services Contract Renewal

Background/History/Details:

The current contract with Republic Services for disposal of solid waste expires on June 30, 2019. A copy of the current contract is attached. Republic Services has submitted the attached renewal proposal for two one year extensions. Estimated increases for disposal fees were included in the FY2020 budget recommendation. In addition to increased fees requested by Republic Services, the County needs to request an increase for Republic Service's rate for use of County's transfer station.

What action are you seeking from the Board of Commissioners?

Review for approval at the June 18, 2019 Board meeting.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** 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

Yes

Approved by Purchasing

Yes

Manager's Approval

Yes

Staff Notes:

May 30, 2019



Morgan County Board of Commissioners
150 E. Washington Street
Madison GA, 30650

RE: Solid Waste Transportation and Disposal Renewal Notification

Dear Board of Commissioners,

Please allow this letter to serve as notification for renewal in reference to the solid waste transportation and disposal services agreement. Pursuant to Contract for solid waste transportation and disposal effective December 13, 2016 Section 8.0 –Term: The Contractor and County may mutually agree to renew this Agreement for (2) additional one (1) year terms, each expiring on June 30 of the renewal year.

Republic proposes the following effective July 1, 2019

Proposed base rate-\$35.20 per ton T&D plus \$3.25 per ton host fee

Republic proposes the following: July 1, 2020

Proposed base rate-\$36.35 per ton plus \$3.25 per ton host fee

With the language to renew with (2) two additional one-year renewals at a time.

Republic Services appreciates the opportunity to provide service to Morgan County. Please let me know if there are questions. I may be reached at 404-202-1536.

Thank you,

A handwritten signature in black ink, appearing to read "Monica Moseley", with a long horizontal line extending to the right.

Monica Moseley
Republic Services

3045 Donald Lee Hollowell Pkwy
Atlanta, GA 30318
404-693-9200 • Fax 404-693-9214
disposal.com



MORGAN COUNTY SOLID WASTE TRANSPORTATION AND DISPOSAL CONTRACT

THIS CONTRACT FOR SOLID WASTE TRANSPORTATION AND DISPOSAL SERVICES (this "Agreement") made and entered into as of the last date signed by either of the parties, by and between Morgan County, a political subdivision of the State of Georgia, by and through its County Commission, hereinafter referred to as "County," and Republic Services of Georgia, LP d/b/a Oak Grove Landfill, its agents and authorized representatives or its legal successors, acting by and through its duly authorized officers hereinafter referred to as "Contractor."

WHEREAS, it is necessary for County to promote, preserve and protect the public health of its citizens; and

WHEREAS, the removal of garbage, rubbish and other waste material generated within the County is a valid exercise of County's police power, and

WHEREAS, the granting of an exclusive Contract to a private corporation for the transportation and disposal of solid waste is a valid function of County; and

WHEREAS, County and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive Contract for a specified period of time for the transportation and disposal of all MSW Solid Waste received at the Morgan County Transfer Station, and

WHEREAS, County and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste transportation and disposal services as herein set out, and for the compensation as hereinafter provided; and

WHEREAS, County agrees to pay for such services.

THEREFORE, County and Contractor agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows:

- 1.1 **Bulk Items**: Those items of furniture, such as sofas, chairs, tables, carpets and other large items, which cannot reasonably be placed in a 90 gallon rollout cart.
- 1.2 **C & D Materials**: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.
- 1.3 **Commercial Solid Waste**: All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C & D Materials, excluding Hazardous Waste.
- 1.4 **County**: Morgan County, Georgia.
- 1.5 **Agreement**: This contract agreement, including exhibits and any amendments thereto, agreed to by the County and the Contractor during the term of the Agreement.

- 1.6 **Contractor:** Republic Services of Georgia, LP d/b/a Oak Grove Landfill, its agents and authorized representatives.
- 1.7 **Garbage:** Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.
- 1.8 **Hazardous Waste:** Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.
- 11.1 **Residential Solid Waste:** All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, White Goods, Hazardous Waste, or other unacceptable materials.
- 11.2 **Rubbish:** Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.
- 11.3 **Solid Waste:** All material defined as Municipal Solid Waste by O.C.G.A. § 12-8-22.
- 11.4 **White Goods:** Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.
- 11.5 **Yard Trash:** Leaves, brush, grass clippings; shrubs and tree prunings and other vegetative materials from the maintenance of yards, lawns and landscaping at Residential Premises.
- 11.6 **Proposal Documents:** All documents provided by County in its Request for Proposals (RFP 45100-03-06), including all technical specifications, drawings, plans, and addenda; and all documents submitted by Contractor to County as its Proposal.
- 11.7 **Unacceptable Waste:** All solid waste which the Morgan County Transfer Station is not authorized to accept for disposal pursuant to its permits and licenses, including without limitation, highly inflammable substances, Hazardous Materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials deemed by state or federal law, or in the reasonable discretion of Contractor, to be dangerous or threatening to the environment or the operations conducted at the Transfer Station.

Section 2.0 – Scope of Work

The work under this Contract shall consist of the work and services to be performed in the transportation and disposal of Municipal Solid Waste collected at the Morgan Transfer Station, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement.

2.1 Holidays

The following shall be holidays for the purpose of this Contract:

New Years' Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day

Christmas Day

Contractor may decide to observe any or all of the above mentioned Holidays by suspension of collection service on the holiday. The Contractor will not be allowed Sunday collection during a Holiday Week except with the written consent of the County Manager.

2.2 Complaints

All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention.

2.3 Transportation & Disposal Obligations

Contractor shall dispose of all solid waste at the Morgan County transfer station at a landfill permitted by the Georgia EPD. Contractor accepts title to all solid waste once loaded onto Contractor's vehicles, and such solid waste becomes Contractor's responsibility until deposited in a landfill. All solid waste transported to Morgan County's transfer station by Contractor shall remain Contractor's property until disposed of in a landfill, even while placed in County's transfer station. Hauling services shall be performed during daylight hours. Contractor shall provide an adequate number of vehicles for regular transportation services. Contractor will provide at least one, and up to three or more trucks daily as requested by County to transport and dispose of Morgan County's solid waste as required by this Agreement. Contractor will allow "live loading" of its trailers by County. Contractor agrees that it will allow no more than 20 tons of solid waste to remain at County's transfer station at the end of each day.

2.4 Transportation & Disposal Equipment and Personnel

All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor or subcontractor. All Solid Waste hauled by the Contractor or subcontractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

2.5 Office

The Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. daily Monday through Friday.

2.6 Unacceptable Waste

In the event that Unacceptable Waste as defined herein is delivered to the Morgan County Transfer Station by or on behalf of County, Contractor shall have the right to refuse or reject such waste, or if not detected prior to acceptance at the Transfer Station, Contractor may remove such waste and assure its proper disposal, the reasonable costs of which shall be paid by County upon receipt from Contractor of a detailed invoice, clearly setting forth the costs in full detail.

Section 3.0 – Compensation

3.1 Rates of Compensation for Term

County shall pay Contractor the following prices **per ton** for the transportation and disposal of waste transported by Contractor from County's transfer station in accordance with the specifications set forth in the Proposal Documents, as set forth below:

From January 1, 2017 through June 30, 2017:	\$34.97;
From July 1, 2017 through June 30, 2018:	\$36.47; and
From July 1, 2018 through June 30, 2019:	\$36.97.

3.2 Rate for Use of County's Transfer Station

Contractor shall pay County \$37.00 per ton for all out-of-County waste hauled from outside of Morgan County to Morgan County's transfer station by Contractor.

3.3 Contractor Billings to County

The Contractor shall bill the County for service rendered within ten (10) days following the end of the month and the County shall pay the Contractor on or before the 30th day following the end of such month. Such billing and payment shall be based on the total number of tons transported and disposed with support documentation from the Morgan County Transfer Station at the price rate and schedules set forth in Section 3.1 above. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the County collects from the customer for such service.

Section 4.0 – Non-Discrimination

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

Section 5.0 - Indemnity

Contractor shall indemnify and hold harmless County, including all of its agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees and consultants' fees, arising out of or resulting from the performance of Contractor's work pursuant to this Contract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused or alleged to be caused in whole or in part by an act or omission of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, or arises out of or relates to Contractor's performance under this Contract or any claimed failure of Contractor to properly fulfill its obligations under this Contract.

Section 6.0 – Force Majeure

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado or storm), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as "Force Majeure Event"). In addition, the performance required under this Contract does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the County and Contractor shall negotiate the amounts to be paid Contractor for services to be performed as a result of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

Section 7.0 – Licenses and Taxes

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the County and State.

Section 8.0 - Term

The term of this Agreement shall begin January 1, 2017 and continue through June 30, 2019. This Agreement may be renewed upon mutual agreement of the Parties for two (2) additional one (1) year terms (i.e. July 1, 2019 – June 30, 2020, and July 1, 2020 – June 30, 2021).

Section 9.0 - Reports

Contractor shall provide various reports to the County as may be required or requested from time to time.

Section 10.0 – Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability, Automobile Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 8. All insurance shall be by insurers and for policy limits acceptable to the County and before commencement of work hereunder the Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation nor material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Property Damage Liability	\$500,000 each occurrence
Except Automobile	\$500,000 each occurrence
Automobile Bodily Injury	\$500,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

Section 11.0 – Bond

11.1 Performance Bond

The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the annual revenue of the Contract.

Premium for the bond(s) described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

11.2 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Section 12.0 – Compliance with Law

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the County, state and federal governments provided, however that the Contract shall govern the obligations of the Contractor where there exists conflicting ordinances of the County on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Contract.

Section 13.0 – Assignment

Contractor's rights accruing under this Contract may be assigned in whole or in part by the Contractor with the prior written approval or consent of the County. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

Section 14.0 – Exclusive Contract

The Contractor shall have the sole and exclusive contract to provide solid waste transportation and disposal services from the Morgan County Transfer Station. The County hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide transportation and disposal services for the initial six (6) month term of this Agreement and all renewal terms thereto. The County further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste transportation and disposal services during the term hereof or any renewal terms.

Section 15.0 - Ownership

Title to the Municipal Solid Waste to be collected under this Contractor shall pass to the Contractor once it is placed in the vehicle under control of the Contractor.

Section 16.0 – Termination and Attorney Fees

16.1 In the event of an alleged material breach of this Contract, the County shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the County on a mutually satisfactory solution, then the County may, within 10 days, require the Contractor to appear before the County Board of Commissioners, at either a regular or specially called meeting, to show cause why the Contract should not be terminated. After such meeting the Board of Commissioners may elect to:

- A. provide written notice to the Contractor that the Contract will be terminated 30 days from the receipt of such notice.
- B. extend the time to allow Contractor to cure the breach.

C. impose sanctions or other remedies without terminating the Contract.

16.2 Costs

In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the breaching party agrees to pay all costs expended by the other party, including reasonable attorney fees.

Section 17.0 – Miscellaneous Provisions

17.1 Choice of Law, Venue

This Contract shall be governed, construed and enforced in accordance with Georgia law. All actions arising out of, or in any way connected with this contract shall be litigated and decided in the Superior Court of Morgan County, and Contractor hereby submits itself to the jurisdiction and venue of that court and waives any rights to insist upon venue or jurisdiction elsewhere or raise any such defenses in any such action.

17.2 Entire Agreement

This contract, along with the Proposal Documents, constitutes the entire agreement between County and Contractor. Contractor agrees to abide by all pricing, specifications, and plans contained herein and in the Project Documents. In the event of a conflict between the terms of this Agreement and the Proposal Documents, the terms of this Agreement control. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Contract may not be amended except by a subsequent modification in writing, signed by the parties hereto or by an ordinance adopted by County modifying the rates to be charged hereunder in accordance with the provisions of Section 6 hereof.

17.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Contract had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

17.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

17.5 County's Authority

The parties signing this Contract on behalf of the County have been authorized to do so by specific action of Board of Commissioners adopted in open meeting and of record in its official minutes.

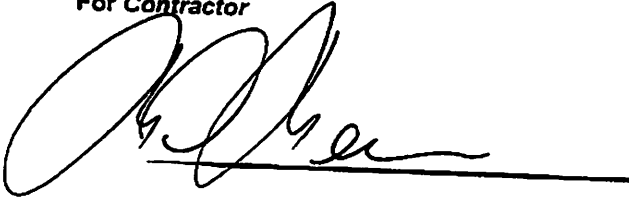
17.6 Non-Appropriation

Notwithstanding anything to the contrary contained herein, the total obligation of County under this Agreement at the close of each fiscal year shall be based on the services requested and performed thereunder, and the County is only obligated for those sums payable during the current fiscal year of execution or in the event of renewal by County

for those sums payable in the individual fiscal year renewal term. County is obligated only to pay such sums as may lawfully be made from funds budgeted and appropriated for that purpose during County's then current fiscal year. Should County fail to budget, appropriate or otherwise make available funds to pay any amounts due under this Agreement following the then current original term or renewal term (if applicable), this Agreement shall be deemed terminated at the end of the then current original term or renewal term, whichever applies. This Agreement shall terminate automatically in the event that appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement. This provision is being made pursuant to, and intended to be in compliance with, O.C.G.A. § 36-60-13. To the maximum extent permitted under applicable law, County and Contractor expressly acknowledge and agree that this Agreement is subject to the terms and conditions of that code section, and the Parties intend and agree that the provisions of this Agreement shall be interpreted and construed so as to be lawful and permissible under all circumstances under such statute.

[SIGNATURES ON FOLLOWING PAGE]

For Contractor



Republic Services of Georgia LP

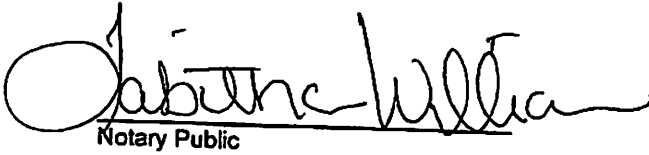
For County



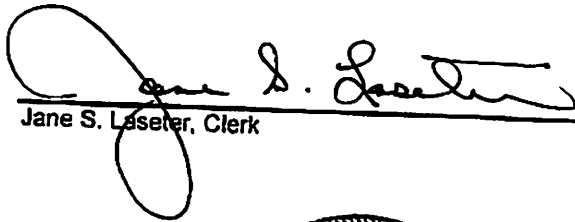
Donald B. Harris, Chairman
Morgan County Board of Commissioners

Sworn to and subscribed before me this 13
day of December, 2016.

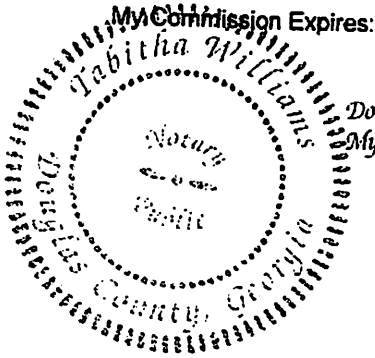
Attested this 20th day of December, 2016:



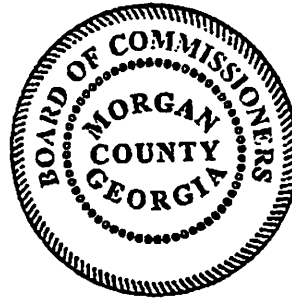
Notary Public



Jane S. Laseker, Clerk



Tabitha Williams
Notary Public
Douglas County, Georgia
My Commission Expires:
May 27, 2018





MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Adam Mestres

Meeting Date: mm/dd/yyyy

6/18/2019

Type of Request:

New Business

Wording for the Agenda:

FY 2020 Budget Approval

Background/History/Details:

FY20 budget was presented to the Board on May 21, 2019 and made available to the public during that same week. A budget hearing was held on June 4th, 2019, at 9:30 a.m. where there was no public opposition to the budget as presented. Minor changes have been made within the department level but the overall proposed budget for all funds of \$27,746,282 has remained the same.

What action are you seeking from the Board of Commissioners?

Vote to be taken to approve the FY 2020 Budget in the amount of \$27,746,282

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** 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

Yes

Approved by Purchasing

Yes

Manager's Approval

Yes

Staff Notes:

RESOLUTION – ADOPTION OF BUDGET - FISCAL YEAR 2020

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 2020 was submitted to the Board of Commissioners on May 21, 2019;

WHEREAS, pursuant to O.C.G.A. § 36-81-5(d), the proposed budget for fiscal year 2020 was placed in a public location for review by the public on May 21, 2019

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 2020 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 4, 2019 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 2020;

WHEREAS, pursuant to O.C.G.A. § 36-81-5(f), the Morgan County Board of Commissioners conducted a public hearing on Tuesday, June 4, 2019, with regard to the proposed budget for fiscal year 2020;

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 2020 in the regular meeting at the Morgan County Administrative Building ("the Creamery") on June 18, 2019 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 2020 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 18th day of June, 2019.

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

Ronald H. Milton, Chairman

Philipp von Hanstein, Vice-Chair

Andrew A. Ainslie, Jr., Commissioner

Donald B. Harris, Commissioner

Ben Riden, Jr., Commissioner

Attest: Leslie Brandt, County Clerk

First Hearing: June 4, 2019
Budget Adoption: June 18, 2019

<p align="center">Morgan County FY 2020 Adopted Budget</p>
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	<u>2020</u>
General Fund	
Revenue Sources	
Taxes	\$ 15,075,362
Licenses and Permits	302,500
Intergovernmental	1,040,809
Charges for Services	1,165,250
Fines and Fees	457,500
Investment Income	15,200
Contributions and Donations	52,700
Miscellaneous	343,900
Other Financing Sources	85,000
Total Revenues	<u>18,538,221</u>
	-
	<u>\$ 18,538,221</u>
 Appropriations by Department	
Agricultural Resources	\$ 195,421
Animal Control	333,404
Board of Equalization	19,815
Clerk of Superior Court	485,509
Clerk of the Commission	74,659
Coroner/Medical Examiner	31,026
County Manager	172,549
Debt Service	435,555
District Attorney	79,928
E.M.A.	78,226
Economic Development	42,975
Elections	180,139
Emergency Medical Services	315,005
Financial Administration	309,221
Fire Department	1,010,696
General Administration- Includes Contingency	621,970
General Gov't Buildings	791,702
General Gov't Buildings - PSC	188,421
Georgia Forestry	30,260
Governing Body	99,484
Health	1,199,548
Human Resources	53,155
Jail Operations	1,975,646
Juvenile Court - Ocmulgee Circuit Court	52,052
Law	100,000

<p style="text-align: center;">Morgan County FY 2020 Adopted Budget</p>

	<u>2020</u>
Law Enforcement	2,305,509
Library Administration	217,621
Magistrate Court	336,668
Maintenance Shop	134,417
MIS	395,658
Parks Administration	1,022,075
Planning & Zoning	235,314
Probate Court	296,255
Protective Inspection	232,345
Public Defender	62,772
Procurement	96,891
Records Management	13,974
Reserved for Capital Projects	87,293
Risk Assessment	230,000
Roads & Bridges	1,171,833
Senior Citizens Center	348,777
Soil Conservation	43,078
Superior Court - Ocmulgee Circuit Court	30,969
Tax Assessor	480,858
Tax Commissioner	294,849
Transfer Out to Other Funds	1,218,093
Transportation Services	356,194
Welfare	50,412
Total Expenditures	<u>\$ 18,538,221</u>

Special Revenue Funds

Law Library	\$ 35,000
Sheriff Confiscated Asset Fund	\$ 50,000
Sheriff Law Enforcement Fund	\$ 50,000
E911 Telephone Funds	\$ 852,328
Hotel/Motel	\$ 52,000
Restricted Funds	\$ 90,000

Capital Projects Funds

SPLOST 6	\$ 545,327
SPLOST 7	\$ 3,170,000
TSPLOST	\$ 2,150,000
Capital Projects - Bond Proceeds	\$ -
Capital Projects	\$ 1,050,000

Exhibit "A"

<p>Morgan County FY 2020 Adopted Budget</p>

	<u>2020</u>
Enterprise Fund	
Solid Waste	\$ 1,132,106
Sewer Fund	\$ 31,300
Total Budget all Funds	<u>\$ 27,746,282</u>



MORGAN COUNTY AGENDA REQUEST

Department:

Planning & Zoning

Presenter(s):

Chuck Jarrell

Meeting Date: mm/dd/yyyy

6/18/2019

Type of Request:

New Business

Wording for the Agenda:

2020 Census Resolutions

Background/History/Details:

Resolutions:

2019-RES-003 2020 Census Partnership

2019-RES-004 Creation of the 2020 Morgan County Complete Count Committee

What action are you seeking from the Board of Commissioners?

Approval of Resolutions for 2019-RES-003 and 2019-RES-004.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** 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

No

Approved by Purchasing

No

Manager's Approval

No

Staff Notes:

**MORGAN COUNTY COMMISSIONERS**

PO BOX 168
MADISON, GA 30650

2020 Census Partnership

WHEREAS the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

WHEREAS Morgan County, Georgia is committed to ensuring every resident is counted;

WHEREAS federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing;

WHEREAS census data helps determine how many seats each state will have in the U.S. House of Representatives and is necessary for accurate and fair redistricting of state legislative seats, county and city councils and voting districts;

WHEREAS information from the 2020 Census and American Community Survey are vital tools for economic development and increased employment;

WHEREAS the information collected by the census is confidential and protected by law;

WHEREAS a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens;

Now, therefore, **BE IT RESOLVED** that Morgan County, Georgia is committed to partnering with the U.S. Census Bureau and the State of Georgia and will:

1. Support the goals and ideals for the 2020 Census and will disseminate 2020 Census information.
2. Encourage all County residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.
3. Provide Census advocates to speak to County and Community Organizations.
4. Support census takers as they help our County complete an accurate count.
5. Strive to achieve a complete and accurate count of all persons within our borders



MORGAN COUNTY COMMISSIONERS

**PO BOX 168
MADISON, GA 30650**

APPROVED by the Morgan County Board of Commissioners, this 18th day of June, 2019.

Ronald H. Milton, Chair

Philipp von Hanstein, Vice-Chair

Andrew A. Ainslie, Jr., Commissioner

Donald B. Harris, Commissioner

Ben M. Riden, Jr., Commissioner

Attest: Leslie Brandt, County Clerk



MORGAN COUNTY COMMISSIONERS
PO BOX 168
MADISON, GA 30650

Creation of the 2020 Morgan County, Georgia Complete Count Committee

WHEREAS the U.S. Census Bureau is required by the United States Constitution to conduct a count of all persons; and

WHEREAS the Census count requires extensive work, and the Census Bureau requires partners at the state and local level to insure a complete and accurate count;

WHEREAS the Morgan County, Georgia Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community;

WHEREAS the Morgan County, Georgia Complete Count Committee will work with the Census Bureau and the State of Georgia to strive for an accurate count.

NOW THEREFORE, BE IT RESOLVED that Morgan County, Georgia establishes a 2020 Census Complete Count Committee.



MORGAN COUNTY COMMISSIONERS

**PO BOX 168
MADISON, GA 30650**

APPROVED by the Morgan County Board of Commissioners, this 18th day of June, 2019.

Ronald H. Milton, Chair

Philipp von Hanstein, Vice-Chair

Andrew A. Ainslie, Jr., Commissioner

Donald B. Harris, Commissioner

Ben M. Riden, Jr., Commissioner

Attest: Leslie Brandt, County Clerk



MORGAN COUNTY AGENDA REQUEST

Department:

Finance

Presenter(s):

Mark Williams

Meeting Date: mm/dd/yyyy

6/18/2019

Type of Request:

New Business

Wording for the Agenda:

Request for Proposals - Professional Auditing Services

Background/History/Details:

RFP was released and we received proposals from four firms. Committee reviewed proposals and the recommendation is to award the low bidder, Mauldin and Jenkins, a three year contract. A bid summary sheet is attached for your review.

What action are you seeking from the Board of Commissioners?

Vote to be taken to award audit contract for FY 2019, FY 2020, and FY 2021 to Mauldin and Jenkins in the total amount of \$109,000 for the three fiscal years.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** 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

Yes

Approved by Purchasing

Yes

Manager's Approval

Yes

Staff Notes:

Audit RFP
For Years 2019, 2020, and 2021

Firm	Hours				Total for Services	Discount	Total Not to Exceed
	Partner	Manager	Staff	Total			
Mauldin & Jenkins - Year 1	25	50	260	335	54,025.00	(18,025.00)	36,000.00
Mauldin & Jenkins - Year 2	20	45	255	320	51,075.00	(15,075.00)	36,000.00
Mauldin & Jenkins - Year 3	20	45	255	320	51,075.00	(14,075.00)	37,000.00
					\$ 156,175.00	\$ (47,175.00)	\$ 109,000.00
BatesCarter - Year 1	30	114	261	405	55,900.00	(14,500.00)	41,400.00
BatesCarter - Year 2	30	114	261	405	55,900.00	(14,500.00)	41,400.00
BatesCarter - Year 3	30	114	261	405	55,900.00	(14,500.00)	41,400.00
					\$ 167,700.00	\$ (43,500.00)	\$ 124,200.00
Rushton & Co. - Year 1	38	140	240	418	68,940.00	(14,000.00)	54,940.00
Rushton & Co. - Year 2	38	140	240	418	68,940.00	(14,000.00)	54,940.00
Rushton & Co. - Year 3	38	140	240	418	68,940.00	(14,000.00)	54,940.00
					\$ 206,820.00	\$ (42,000.00)	\$ 164,820.00
Alexander, Alman, and Bangs - Year 1	280	0	330	610	66,000.00	(2,000.00)	64,000.00
Alexander, Alman, and Bangs - Year 2	280	0	330	610	67,000.00	(2,000.00)	65,000.00
Alexander, Alman, and Bangs - Year 3	280	0	330	610	68,000.00	(2,000.00)	66,000.00
					\$ 201,000.00	\$ (6,000.00)	\$ 195,000.00



MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Mark Williams

Meeting Date: mm/dd/yyyy

6/18/2019

Type of Request:

New Business

Wording for the Agenda:

Energy Performance Project Update

Background/History/Details:

Schneider Electric has completed the Investment Grade Audit approved by the Commission on 01/03/2019. They have prepared a report outlining proposed capital improvements, projected costs, and projected energy savings. The proposal includes a number of mechanical upgrades that have been deferred for the past several years due to budgetary concerns.

What action are you seeking from the Board of Commissioners?

Review for future consideration

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** 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

Yes

Approved by Purchasing

Yes

Manager's Approval

Yes

Staff Notes:



MORGAN COUNTY AGENDA REQUEST

Department:

Recreation

Presenter(s):

Mark Williams

Meeting Date: mm/dd/yyyy

6/18/2019

Type of Request:

New Business

Wording for the Agenda:

Baseball Field Infield Tune Up

Background/History/Details:

The Recreation Department has requested approval to have a tune up of the baseball infields. The scope of work includes materials and labor to rototill clay, installation of new clay, and laser level of fields. The project was advertised on the Georgia Procurement Registry and two bids were received. The Recreation Department recommends awarding the project to the lowest bidder, Laserturf.

What action are you seeking from the Board of Commissioners?

Motion to approve Laserturf to perform the work for \$11,100.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** 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

Yes

Approved by Purchasing

Yes

Manager's Approval

Yes

Staff Notes:



P.O. Box 248 Watkinsville, GA 30677
Office: 706-769-0019 - Fax: 706-769-0020
Email: info@laserturfse.com / Website: www.laserturfse.com

February 7, 2019

TO: Mr. Lance Alexander
Morgan County Parks and Recreation
1253 College Drive
Madison, Georgia 30650
Phone: 706.707.6246
Email: Lalexander@morganga.org

FROM: Brent McEwen

SUBJECT: Infield Tune ups on fields 1,2, and 3

Thank you for the opportunity to quote your work. Listed below is the scope of the work and cost to complete your project.

- Obtain permits, if necessary, **BY OWNER**
- Provide direct access to work area, **BY OWNER**
- Locate and identify all irrigation heads, valves, bases, etc., **BY OWNER**
- Laser survey existing elevations
- Rototill clay to a depth of approximately 4"
- Rough laser level to balance soil and tie into existing elevations
- Purchase and deliver approx. 150 tons of clay (2 loads per field)
- Install clay
- Rototill to incorporate conditioner into existing clay
- Finish laser level to a uniform and consistent grade

TOTAL COST: \$11,100.00

Quote valid for 30 days

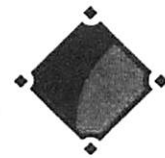
Please sign this form and send via fax to confirm your order. Include owner's name, billing address and directions to work site. If you have any questions or concerns, please contact us at (706) 769-0019. Thank you.

Accepted by

Date

PERFECT PITCH SPORTS FIELDS

12837 78th Place North
West Palm Beach, FL 33412 US
(561) 660-1939
kwschilling@yahoo.com



Perfect Pitch
SPORTS FIELDS

ESTIMATE

ADDRESS

Morgan County Parks and
Recreation
Mr. Lance Alexander
1253 College Drive
Madison, Georgia 30650

ESTIMATE # 1032

DATE 03/21/2019

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Baseball field tune-up for 3 skin areas	Locate and identify all irrigation heads, valve boxes and base anchors BY OWNER			13,200.00
	Rototill clay			
	Rough grade to tie into surrounding elevations			
	Purchase, deliver and install 150 tons of clay			
	Rototill clay to insure proper bonding and incorporate conditioner(supplied BY OWNER)			
	Finish grade to tie into existing elevations			
TOTAL				\$13,200.00

Accepted By

Accepted Date



MORGAN COUNTY AGENDA REQUEST

Department:

Presenter(s):

Meeting Date: mm/dd/yyyy

Type of Request:

Wording for the Agenda:

Background/History/Details:

The Public Buildings Department has requested approval to repair and repaint the ceiling and paint the walls in the Superior Court Courtroom. The project was advertised on the Georgia Procurement Registry and Morgan County website. We received one bid for the repair and painting and one bid for the required scaffolding. The one bidder, Prince Painting, recently performed similar work in the Grand Jury Room and Public Buildings was satisfied with the finished product. We recommend the project be awarded to Prince Painting and scaffolding rented from Red Rental Direct. The combined cost is \$66,344.55

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:

Prince Painting, LLC.
660 Island Shoals Rd
Covington, GA 30016
404-969-8821

TO:

JOB NAME:

Attn: Alan Cagle

DESCRIPTION

UNIT PRICE

TOTAL

DESCRIPTION	UNIT PRICE	TOTAL
Will remove peeling paint from ceiling	5 ⁰⁰	16,470
Prime & paint ceiling (3,294 sq ft)	2 ⁰⁰	6588
Prime & paint crown molding (206 lin ft)	3 ⁰⁰	618
Paint walls. (4,326 sq ft)	1 ⁰⁰	4,326
Will furnish all labor and material		
Will need 2 weeks on scaffolding and		
1 week after tear down		
I will screw down any loose tile if		
possible. I cannot guarantee any repair		
if rusted through. May need tile		
replacement		
		\$ 28,000

**Eric Prince
Prince Painting, LLC.
404-969-8821**

May 14, 2019
Morgan County Board of Commissioners
150 E Washington Street
Madison, GA 30650

My name is Eric Prince and I have been the Owner/Operator of Prince Painting, LLC for 30 years. My first 20 years in business I did insurance work which required working in occupied living spaces. Throughout my career, I have worked on many commercial projects including working in the Atlanta, Charleston and Savannah airports. In the community, I have painted Heritage Hall and been responsible for the Madison First United Methodist Church sanctuary remodel. Recently we have painted the Grand Jury room, the Judges stairwell and entry ceiling in the Morgan County Courthouse.

We are a company that pays attention to detail and will produce a quality job with a guarantee for satisfaction. We are fully insured with liability and Workman's Comp.

Regards,

Eric Prince
Owner/Operator
Prince Painting LLC.

References:

(1) Butch Thompson
706-342-6536

(2) Jack Miles
706-474-4255



RENTAL QUOTE

CUSTOMER:

Morgan County Superior Court

JOB ADDRESS:

384 Hancock St
Madison GA 30650

DATE	28-Mar-19
ORDERED BY	Eric Prince

Sunbelt Scaffold Services will provide, install, and dismantle a system scaffold work platform. We will erect a scaffold deck that will be 42' in length x 37' wide x 13' in height which will put the deck at 6' below the existing ceiling. We will use 2'10" and 3'6" side brackets to provide additional access to the walls at the deck level. Sunbelt will deck the scaffold with aluminum planks which will give you a rating of 25lbs per sq ft loading on the platform. There will be two scaffold ladders installed for access to the deck. Perimeter guardrails and toe boards will also be installed. We will also install a 7' x 8'6" x 19' in height pass tower at the rear side of the building to get the equipment through the window opening.

Customer agrees to remove the 4 rows of pews in front of the balcony along with the two tables in front of the judge's chamber. Customer will also remove the glass globes hanging from the ceiling. These items will be done prior to the scaffold being erected.

RED will also install plastic on the floor and provide the masonite that will be cut and used directly under the mudsills. The masonite will be cut into half sheets prior to install so that they can pass through the window opening. RED will provide a 10K Reach Forklift to lift the necessary scaffolding and materials to the rear balcony door during erection and dismantle.

ITEM			DAY	WEEK	MONTH	AMOUNT
Scaffold Package (4 week minimum)					\$4,256.00	\$4,256.00
Scaffold Package (After initial 4 weeks)			\$152.00			
Erection Price						\$17,416.29
Dismantle Price						\$12,102.84
Freight (\$400 each way)						\$800.00
10K Reach Forklift			\$630.00	\$1,430.00	\$3,600.00	\$2,860.00
Delivery/Pick-up of Forklift (\$125 each way)						\$250.00
(2) Rolls of 6 mil Poly (\$81.64 each)						\$174.71
(50) Sheets of 1/8" Masonite (\$9.06 each)						\$484.71
					QUOTE TOTAL	\$38,344.55

For scheduling contact:
 Jeb Morris
jeb@dependonRED.com
 678-776-0363



MORGAN COUNTY AGENDA REQUEST

Department:

Sheriff's Office

Presenter(s):

Mark Williams

Meeting Date: mm/dd/yyyy

6/18/2019

Type of Request:

New Business

Wording for the Agenda:

Emergency Equipment for Sheriff's Vehicles

Background/History/Details:

On February 19, 2019 the Commission approved the purchase of 4 Chevrolet Tahoe Police Package vehicles for the Sheriff's Office. Those vehicles should be delivered within the next 30 days. We have obtained 4 bids for the purchase and installation of the emergency and specialty equipment for the vehicles. Please see the attached bid summary. Additionally, in car camera systems are a sole source purchase from the manufacturer. The total cost of all equipment and installation from the low bidder, West Chatham Warning Devices, and the camera system from Watch Guard is \$59,742.24. A total of \$200,000 (\$50,000 each) was budgeted from SPLOST for the purchase of 4 vehicles including the emergency equipment. The total cost for the vehicles and equipment is \$193,958.24 (\$48,489.56 each).

What action are you seeking from the Board of Commissioners?

Motion to approve the purchase and installation of emergency equipment from West Chatham Warning Devices and camera system from Watch Guard for the new Sheriff's Office vehicles.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** 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

Yes

Approved by Purchasing

Yes

Manager's Approval

Yes

Staff Notes:

BIDS FOR EMERGENCY EQUIPMENT FOR SHERIFF'S PATROL VEHICLES

All bids are for the same or equivalent equipment and installation for 4 vehicles.

WEST CHATHAM	
WARNING DEVICES	\$37,062.24
INTERCEPTOR	\$37,356.88
PATROL UPFITTERS	\$38,071.80
METROPOLITAN	
COMMUNICATIONS	\$40,820.00

In car camera system is a sole source purchase from manufacturer, Watch Guard.

WatchGuard	\$22,680.00
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MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Adam Mestres

Meeting Date: mm/dd/yyyy 6/18/2019

Type of Request:

New Business

Wording for the Agenda:

Georgia Indigent Defense Services Agreement

Background/History/Details:

This is our annual agreement renewal for the Georgia Indigent Defense Services Agreement. There is no change to the annual appropriation.

What action are you seeking from the Board of Commissioners?

Motion to approve the Georgia Indigent Defense Services Agreement.

If this item requires funding, please describe:

Yes, funding in FY20 budget.

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** 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

Yes

Approved by Purchasing

Yes

Manager's Approval

Yes

Staff Notes:



GEORGIA INDIGENT DEFENSE SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of ____, 2019, among the Georgia Public Defender Council (herein referred to as “**GPDC**”), the Circuit Public Defender Office of the Ocmulgee Judicial Circuit (herein referred to as “**the Public Defender Office**”), and the governing authority of Morgan County, body politic and a subdivision of the State of Georgia (herein referred to as “the County”) and is effective July 1, 2019.

WITNESSETH:

WHEREAS, the Public Defender Office, the County, and GPDC enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d) provides as follows:

(d) A city or county may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city or county ordinances or state laws. If a city or county does not contract with the circuit public defender office, the city or county shall be subject to all applicable rules, regulation, policies, and standards adopted by the council for representation of indigent persons in this state; and

WHEREAS O.C.G.A. § 17-12-25 (b) provides as follows:

The county or counties comprising the judicial circuit may supplement the salary of the circuit public defender in an amount as is or may be authorized by local Act or in an amount as may be determined by the governing authority of the county or counties, whichever is greater; and

WHEREAS O.C.G.A. § 17-12-30 (c) (7) provides as follows:

The governing authority of the county or counties comprising a judicial circuit may supplement the salary or fringe benefits of any state paid position appointed pursuant to this article; and

WHEREAS O.C.G.A. § 17-12-34 provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS O.C.G.A. § 17-12-35 provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the County is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, the GPDC is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, GPDC is the fiscal officer for the Public Defender Office; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment for additional personnel and services by the County;
- (3) The provision by the County of their pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner;
- (4) Travel advances and reimbursement of expenses;
- (5) Salary supplements; and
- (6) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Public Defender Office agrees to provide for the Ocmulgee Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and two additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Felony and misdemeanor cases prosecuted in the Superior Court of Morgan County under the laws of the State of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;
- (2) Hearings in the Superior Court of Morgan County on a revocation of probation;

(3) Cases prosecuted in the Juvenile Courts of Morgan County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and

(4) Direct appeals from a decision in cases described in (1), (2), and (3) above.

Section 1.03 Conflicts. The Public Defender Office agrees to provide for legal representation by a qualified attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which a Public Defender Office has a conflict of interest.

ARTICLE 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the County agrees to pay for the services and personnel described in Attachment A. These positions will be funded by the County along with the other counties in the Ocmulgee Judicial Circuit and will be administered by GPDC as contemplated in OCGA § 17-12-32. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. The additional personnel serve at the pleasure of the Circuit Public Defender. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION BY THE COUNTY OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. In addition to the personnel expenses described in Article 2 and Attachment A, each County agrees to pay its pro rata share of the county funded non-personnel portion of the budget provided in Attachment A, which is the budget for appropriate offices, utilities, telephone expenses, materials, technical support, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the County's pro rata share based on population is reflected in Attachment A. The amount to be paid includes a 4% administrative services fee. The funds shall be disbursed in accordance with the procedures outlined in Section 4.01 of this agreement. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The parties agree to the payment terms in Attachment B. Attachment B is incorporated into this agreement by reference.

Section 3.02 Administration of Office Expenses. GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds made payable to vendors at the addresses shown on the invoices. "Payment" for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in properly addressed envelopes with sufficient postage into the United States Mail.

Section 3.03 Procedure for payment. The County or the Public Defender Office, or both, will make purchases and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the County for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

Section 3.04 Responsibility. The County will deliver funds to GPDC at its own risk until receipt is acknowledged by GPDC. GPDC's sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for invoices approved by the Circuit Public Defender provided sufficient from the County exist. The County bears the legal responsibility for any claim that arises from the GPDC's inability to remit payment due to insufficient funds for said office expenses.

Section 3.05 Limitation of liability. Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the County and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the County for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be the Georgia Tort Claims Act.

Section 3.06 Taxes. The County will pay all taxes lawfully imposed upon it with respect to the office expenses. GPDC makes no representation whatsoever as to the liability or exemption from liability of the County to any tax imposed by any governmental entity.

ARTICLE 4

TRAVEL AND REIMBURSEMENT OF EXPENSES

Section 4.01 Travel and expense reimbursement. The County agrees to provide travel advances and to reimburse expenses which may be incurred in the performance of the employee's official duties under this agreement by an employee of the Public Defender Office to the extent the expenses are not reimbursed by the state and to the extent the expenses are authorized by the circuit public defender and the County. The County shall provide the Public Defender Office with the information concerning the travel advances and expense reimbursements required by the State Auditor.

ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is one (1) year beginning July 1, 2019 and ending June 30, 2020.

Section 5.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder

of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction. (a) The Public Defender Office and the County collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia. The parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the parties agree to fully participate.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Circuit Public Defender Office of the Ocmulgee Judicial Circuit:

John Bradley
Circuit Public Defender
Post Office Box 747
Gray, Georgia 31032

Morgan County:

Morgan County Board of Commissioners
Post Office Box 168
Madison, Georgia 30650

Georgia Public Defender Council:

Jimmonique Rodgers, Interim Director
104 Marietta Street, Suite 400
Atlanta, Georgia 30303

Section 5.06 Agreement modification. This agreement, including all Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement. After the agreement has been approved by the Director of the Georgia Public Defender Council, no modifications may be made without prior notice to the Director of the council.

Section 5.07 Termination. (a) **Due to non-availability of funds.** In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from a county governing authority) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County accordingly. An adjustment may be an agreement amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is

conclusive. The certification of the occurrence of the reduction in county funds by the person designated in Section 5.05 for the receipt of notice for each of the County of the occurrence of the reduction in county funds is conclusive. The County agree to promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the County and the Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06 .

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08 (b).

Section 5.08 Cooperation in transition of services. **(a) At the beginning of the agreement.** The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the Public Defender Office of the client records.

(b) During or at the end of the agreement. The Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the County of the client records. The County shall compensate the Public Defender for all post-termination or post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(c) Statutory responsibility continuation. The Public Defender Office and the County acknowledge that both have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve either party of their responsibility under the law.

Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Time. Time is of the essence.

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

ATTEST:

Morgan County

BY: _____
Signature

Title

ATTEST:

Circuit Public Defender

BY: _____
Signature
Circuit Public
Defender

ATTEST:

Consented to:

Georgia Public Defender Council

BY: _____
Signature
Director

Ocmulgee Judicial Circuit
ATTACHMENT B – Personnel & Operating Expenditures
Morgan County
July 1, 2019 – June 31, 2020

The County agrees to pay the Public Defender Office \$62,771.18 in 12 monthly installments of \$5,230.93. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2019. Invoices will be sent to the following address:

Installments will be paid directly to GPDC at the following address:

GPDC
Attn: Jason Ring
104 Marietta Street
Suite 400
Atlanta, GA 30303

The Public Defender Office agrees to use these funds for the purpose of paying the salary and benefits for county funded public defenders and assistants (Article 2) in addition to the expenditures necessary to equip, maintain, and furnish the Public Defender Office (Article 3).

These employees provide representation to indigent defendants in Superior Courts and Juvenile delinquency proceedings.



GREGORY BRIDGE CO.

P.O.BOX 3355
EATONTON, GEORGIA 31024

PHONE 706-485-7283
FAX 706-485-4328

J.T. GREGORY, JR. PRESIDENT

J.T. GREGORY, III VICE PRESIDENT

June 4, 2019

Morgan County BOC
150 East Washington Street
Madison, GA 30650

Re: Bridge Replacement
Walton Mill Road

Gregory Bridge Company proposes to replace the bridge located Walton Mill Road for the amount of \$70,000.00. Gregory Bridge Company's price includes all labor, materials, and equipment to complete the project. The bridge consists of a 20' X 54' reinforced concrete bridge deck, with guardrail attached, supported by (6) – W21 X 62 steel beams and reinforced concrete abutments at each end. Thank you for giving us the opportunity to quote this project. If you have any questions, please give me a call.

Yours truly,

J.T. Gregory III

Karen Rago

From: Randy Griffin, P.E. <rgriffin@ersnell.com>
Sent: Thursday, April 25, 2019 9:23 AM
To: Karen Rago
Cc: Chris Jenkins
Subject: Walton Mill Rd

Good morning Chris & Karen,

E.R. Snell Contractor, Inc. would like to quote the following for demo & replacement of the bridge on Walton Mill Road:

\$267,800.00

Our price includes the following:

1. Trim trees as necessary for our work
2. Demo of existing bridge
3. Design, Furnish, & Install a new concrete bridge, 2 Lanes wide, barrier wall, single span, 40 LF

Our price does NOT include:

1. Traffic Control or Erosion Control
2. Backfilling of completed structure with stone or dirt
3. Permitting
4. Clearing and Grading

Thank you for the opportunity to quote this work. Please let me know ASAP if we can build this project for you.



Randy Griffin, P.E.
Senior Vice President
1785 Oak Road | Snellville, GA 30078
O. (770) 985-0600 | M. (770) 827-9949

Note: Privileged and/or confidential information may be contained in this message and may be subject to legal or attorney/client privilege or may be exempt from disclosure under applicable law. Delivery of this message to any person other than the intended recipient shall not compromise or waive such confidentiality, privilege or exemption from



May 1, 2019

Karen Rago
Morgan County Georgia
Roads and Bridge Department
2370 Athens Hwy
Madison, GA 30650

Re: Project: Walton Mill Bridge off of Hwy 83
County: MORGAN

ABUTMENT REPLACEMENT OF WALTON MILL RD BRIDGE OFF OF HWY 83 OVER LITTLE RIVER

Sub: NORTH AND SOUTH BRIDGE ABUTMENT REPLACEMENT

Karen,

General Scope: Massana will furnish and install the below items per GDOT Specifications for concrete work. Massana has completed a site visit and understands the scope of the work required to repair this bridge. Contract award must be made by May 31, 2019. Price is Firm for construction through 12/31/19

Owner to provide:

- Road closure to stay in place
- Removal of Beaver dams downstream of repair
- Any permits if required
- Quality Control and Quality Assurance if required

Massana to Provide:

- Bridge Jacking required to lift bridge deck and girders off of abutments during construction
- Cofferdams and dewatering of areas around abutments
- Demolition and replacement of both abutments
- Concrete abutments will be enlarged from the current 12" thick walls to 18" thick walls
- Type I 24" Rip Rap will be placed in front of both abutments to help with scour
- Bonding can be included at an additional 1.3% if required by contractor
- Construction is anticipated to take approximately 3-4 weeks upon a mutually agreeable schedule
- Massana will warranty all materials/labor for 1 year, same as GDOT standards
- LUMP SUM PRICE: \$129,787.00

Invoice will be issued upon completion of work; due Net 20 days

Should you have any questions please contact me directly at 770-616-4629.

Respectfully Submitted,

Jarod Cheney
President & CEO
Massana Construction



MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Adam Mestres

Meeting Date: mm/dd/yyyy

6/18/2019

Type of Request:

New Business

Wording for the Agenda:

Agricultural Center Authority Board Opening

Background/History/Details:

The term of Ed Pickle will expire June 30th, 2019. Mr. Pickle submitted an application to be reappointed.

No other applications were received.

What action are you seeking from the Board of Commissioners?

Motion to appoint applicant to the Agricultural Center Authority Board with term beginning July 1st, 2019 and ending June 30th, 2021.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** 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

No

Approved by Purchasing

No

Manager's Approval

No

Staff Notes:



MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Adam Mestres

Meeting Date: mm/dd/yyyy

6/18/2019

Type of Request:

New Business

Wording for the Agenda:

Dept. of Family & Children Services Board Openings

Background/History/Details:

The term of Pamela Benford expires June 30th, 2019. Ms. Benford submitted an application to be reappointed.

One other application was also received for consideration from Daniel Harrell Jr.

What action are you seeking from the Board of Commissioners?

Motion to appoint one applicant to the DFACS Board with term beginning July 1st, 2019 and ending June 30th, 2024.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** 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

No

Approved by Purchasing

No

Manager's Approval

No

Staff Notes:



MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Adam Mestres

Meeting Date: mm/dd/yyyy

6/18/2019

Type of Request:

New Business

Wording for the Agenda:

Morgan Medical Center Board Openings

Background/History/Details:

The term of Calvin Welch, Mary Ellen Shannon and Sarah Burbach expire June 30th, 2019. All three members submitted applications to be reappointed.

One other application was also received for consideration from Wendell McNeal.

What action are you seeking from the Board of Commissioners?

Motion to appoint three applicants to the Morgan Medical Center Board with term beginning July 1st, 2019 and ending June 30th, 2022.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** 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

No

Approved by Purchasing

No

Manager's Approval

No

Staff Notes:



MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Adam Mestres

Meeting Date: mm/dd/yyyy

6/18/2019

Type of Request:

New Business

Wording for the Agenda:

NEGA Regional Commission Board Opening

Background/History/Details:

The term of David Bentley will expire June 30th, 2019. Mr. Bentley submitted an application to be reappointed.

No other applications were received.

What action are you seeking from the Board of Commissioners?

Motion to appoint one applicant to the NEGA Regional Commission Board with term beginning July 1st, 2019 and ending June 30th, 2020.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** 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

No

Approved by Purchasing

No

Manager's Approval

No

Staff Notes:



MORGAN COUNTY AGENDA REQUEST

Department:

Administration

Presenter(s):

Adam Mestres

Meeting Date: mm/dd/yyyy

6/18/2019

Type of Request:

New Business

Wording for the Agenda:

NEGA Regional 10 Emergency Medical Service Advisory Board Opening

Background/History/Details:

The term of Huey Atkins will expire June 30th, 2019. Mr. Atkins submitted an application to be reappointed.

Wendell McNeal also submitted an application for consideration.

What action are you seeking from the Board of Commissioners?

Motion to appoint one applicant to the NEGA Regional 10 Emergency Medical Service Advisory Board with term beginning July 1st, 2019 and ending June 30th, 2022.

If this item requires funding, please describe:

Has this request been considered within the past two years?

No

If so, when?

Is Audio-Visual Equipment Required for this Request?*

No

Backup Provided with Request?

Yes

*** 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

No

Approved by Purchasing

No

Manager's Approval

No

Staff Notes: