1. April 10, 2020 Meeting Agenda
   Documents:
   
   04102020 AGENDA.PDF

1.1. April 10, 2020 Final Meeting Agenda
   Documents:
   
   04102020 AGENDA.DOCX_REVISED.DOCX_FINAL.PDF

2. April 10, 2020 Meeting Material
   Documents:
   
   04102020 AGENDA MATERIAL.PDF
The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

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

**PLEASE TURN OFF YOUR CELL PHONE**

<table>
<thead>
<tr>
<th>Items of Business</th>
<th>Action Requested of Commissioners</th>
<th>Previous Action of Commissioners</th>
<th>Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>I Call to Order</td>
<td>11:00 a.m.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II Invocation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>III Agenda Approval</td>
<td>Consideration of a Resolution to approve the agenda</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV Minutes</td>
<td>Consideration to approve the March 17, 2020 Regular Commission Meeting minutes, March 20, 2020, March 26, 2020 and April 1, 2020 special called teleconference meetings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>V Public Comments</td>
<td>Agenda Items ONLY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VI Correspondence</td>
<td>Documents from this meeting are located in the Clerk’s office and on the Board of Commissioner’s website</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VII Consent Agenda</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01 Grant</td>
<td>Consideration to approve to submit a Grant Application to Animal Rescue Aid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02 Grant</td>
<td>Consideration to approve to accept a Grant Award from the Petco Foundation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VIII Old Business</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01 2nd Reading</td>
<td>Consideration to approve the Second Reading of an ordinance to amend Article VII – Section 7.1.13 – Street Right-of-Way Widths of the Effingham County Code of Ordinances</td>
<td>Approved 1st Reading 03/17/2020</td>
<td></td>
</tr>
<tr>
<td>IX New Business</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01 Policy</td>
<td>Consideration to approve to amend the Human Resources Standards of Practice to include Section 2.25 – Telecommuting Policy</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Policy</strong></td>
<td><strong>Consideration to approve to amend the Human Resources Standards of Practice Section 5.05 – Emergency Conditions related to establishing procedures for payment during an emergency/disaster response</strong></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Bid/Contract</strong></td>
<td><strong>Consideration to approve a Notice to Proceed and award a Professional Services Contract to Hussey Gay Bell for Design Services associated with Blue Jay Waterline Extension B Project.</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Grant</strong></td>
<td><strong>Consideration to approve to accept a Grand Award from the Coastal Regional Commission</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Contract</strong></td>
<td><strong>Consideration to approve an amend to the Contract for Coastal Regional Commission 2020-08.2</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Resolution</strong></td>
<td><strong>Consideration to approve a Resolution to amend the FY2019-2020 Budget</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Change Order</strong></td>
<td><strong>Consideration to approve a Change Order with a retro date of March 19, 2020 for UHK, LLC on the Indigo Road Full Depth Reclamation Project</strong></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**PLEASE TURN OFF YOUR CELL PHONE**

<table>
<thead>
<tr>
<th>Items of Business</th>
<th>Action Requested of Commissioners</th>
<th>Previous Action of Commissioners</th>
<th>Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>I Call to Order</td>
<td>11:00 a.m.</td>
<td></td>
<td>Chairman</td>
</tr>
<tr>
<td>II Invocation</td>
<td></td>
<td></td>
<td>Chairman</td>
</tr>
<tr>
<td>III Agenda Approval</td>
<td>Consideration of a Resolution to approve the agenda</td>
<td>Approved w/ addition of NB# 9</td>
<td></td>
</tr>
<tr>
<td>IV Minutes</td>
<td>Consideration to approve the March 17, 2020 Regular Commission Meeting minutes, March 20, 2020, March 26, 2020 and April 1, 2020 special called teleconference meetings</td>
<td>Approved as read</td>
<td></td>
</tr>
<tr>
<td>V Public Comments</td>
<td>Agenda Items ONLY</td>
<td></td>
<td>Stated by Chairman</td>
</tr>
<tr>
<td>VI Correspondence</td>
<td>Documents from this meeting are located in the Clerk’s office and on the Board of Commissioner’s website</td>
<td>Stated by Chairman</td>
<td></td>
</tr>
<tr>
<td>VII Consent Agenda</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01 Grant</td>
<td>Consideration to approve to submit a Grant Application to Animal Rescue Aid</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>02 Grant</td>
<td>Consideration to approve to accept a Grant Award from the Petco Foundation</td>
<td>Approved</td>
<td></td>
</tr>
<tr>
<td>VIII Old Business</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01 2nd Reading</td>
<td>Consideration to approve the Second Reading of an ordinance to amend Article VII – Section 7.1.13 – Street Right-of-Way Widths of the Effingham County Code of Ordinances</td>
<td>Approved 1st Reading 03/17/2020</td>
<td>Approved 2nd Reading</td>
</tr>
<tr>
<td>IX New Business</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01 Policy</td>
<td>Consideration to approve to amend the Human Resources Standards of Practice to include Section 2.25 – Telecommuting Policy</td>
<td>Approved</td>
<td></td>
</tr>
</tbody>
</table>

Page 1 of 2
<table>
<thead>
<tr>
<th></th>
<th>Policy</th>
<th>Consideration to approve to amend the Human Resources Standards of Practice Section 5.05 – Emergency Conditions related to establishing procedures for payment during an emergency/disaster response</th>
<th>Approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>02</td>
<td>Bid/Contract</td>
<td>Consideration to approve a Notice to Proceed and award a Professional Services Contract to Hussey Gay Bell for Design Services associated with Blue Jay Waterline Extension B Project.</td>
<td>Approved</td>
</tr>
<tr>
<td>03</td>
<td>Bid/NTP/Contract</td>
<td>Consideration to approve a Notice to Proceed and award a Professional Services Contract to DPR Architects for Design Services associated with six facility buildings</td>
<td>Approved</td>
</tr>
<tr>
<td>04</td>
<td>Grant</td>
<td>Consideration to approve to accept a Grand Award from the Coastal Regional Commission</td>
<td>Approved</td>
</tr>
<tr>
<td>05</td>
<td>Contract</td>
<td>Consideration to approve an amend to the Contract for Coastal Regional Commission 2020-08.2</td>
<td>Approved</td>
</tr>
<tr>
<td>06</td>
<td>Resolution</td>
<td>Consideration to approve a Resolution to amend the FY2019-2020 Budget</td>
<td>Approved</td>
</tr>
<tr>
<td>07</td>
<td>Change Order</td>
<td>Consideration to approve a Change Order with a retro date of March 19, 2020 for UHK, LLC on the Indigo Road Full Depth Reclamation Project</td>
<td>Approved</td>
</tr>
<tr>
<td>ADDITION TO AGENDA</td>
<td>Resolution</td>
<td>Consideration to approve a Resolution honoring Georgia State Senator Jack Hill</td>
<td>Approved</td>
</tr>
</tbody>
</table>

Members Present via Teleconference:

- Wesley Corbitt
- Forrest Floyd
- Roger Burdette
- Jamie Deloach
- Reginald Loper
- Phil Kieffer

X Adjournment

12:04 pm
The Georgia Conflict of Interest in Zoning Action Statue (O.C.G.A. §§ 36-67A-1 et seq.) requires disclosure of certain campaign contributions made by applicants for rezoning actions and by opponents of rezoning application. A rezoning applicant or opponent of a rezoning application must disclose contributions or gifts which in aggregate total $250.00 or more if made within the last two years to a current member of Effingham County Planning Board, Board of Commissioners, or other Effingham County official who will consider the application. The campaign contribution disclosure requirement applies to an opponent of a rezoning application who publishes his or her opposition by appearance before the Planning Board or Board of Commissioners or by any other oral or written communication to a member or members of the Planning Board or Board of Commissioners. Disclosure must be reported to the Board of Commissioners by applicants within ten (10) days after the rezoning application is filed and by opponents at least five (5) days prior to the first hearing by the Planning Board. Any person knowing failing to comply with these requirements shall be guilty of a misdemeanor.

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

**PLEASE TURN OFF YOUR CELL PHONE**

<table>
<thead>
<tr>
<th>Items of Business</th>
<th>Action Requested of Commissioners</th>
<th>Previous Action of Commissioners</th>
<th>Action Taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>I  Call to Order</td>
<td>11:00 a.m.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II Invocation</td>
<td>Consideration of a Resolution to approve the agenda</td>
<td></td>
<td></td>
</tr>
<tr>
<td>III Agenda Approval</td>
<td>Consideration to approve the March 17, 2020 Regular Commission Meeting minutes, March 20, 2020, March 26, 2020 and April 1, 2020 special called teleconference meetings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV Minutes</td>
<td>Agenda Items ONLY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>V  Public Comments</td>
<td>Documents from this meeting are located in the Clerk’s office and on the Board of Commissioner’s website</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VI Correspondence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>VII Consent Agenda</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01 Grant</td>
<td>Consideration to approve to submit a Grant Application to Animal Rescue Aid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02 Grant</td>
<td>Consideration to approve to accept a Grant Award from the Petco Foundation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VIII Old Business</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01 2nd Reading</td>
<td>Consideration to approve the Second Reading of an ordinance to amend Article VII – Section 7.1.13 – Street Right-of-Way Widths of the Effingham County Code of Ordinances</td>
<td>Approved 1st Reading 03/17/2020</td>
<td></td>
</tr>
<tr>
<td>IX New Business</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01 Policy Tim Callanan</td>
<td>Consideration to approve to amend the Human Resources Standards of Practice to include Section 2.25 – Telecommuting Policy</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Policy</strong></td>
<td>Consideration to approve to amend the Human Resources Standards of Practice Section 5.05 – Emergency Conditions related to establishing procedures for payment during an emergency/disaster response</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Bid/Contract</strong></td>
<td>Consideration to approve a Notice to Proceed and award a Professional Services Contract to Hussey Gay Bell for Design Services associated with Blue Jay Waterline Extension B Project.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Bid/NTP/Contract</strong></td>
<td>Consideration to approve a Notice to Proceed and award a Professional Services Contract to DPR Architects for Design Services associated with six facility buildings</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Grant</strong></td>
<td>Consideration to approve to accept a Grand Award from the Coastal Regional Commission</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Contract</strong></td>
<td>Consideration to approve an amend to the Contract for Coastal Regional Commission 2020-08.2</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td><strong>Resolution</strong></td>
<td>Consideration to approve a Resolution to amend the FY2019-2020 Budget</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Change Order</strong></td>
<td>Consideration to approve a Change Order with a retro date of March 19, 2020 for UHK, LLC on the Indigo Road Full Depth Reclamation Project</td>
<td></td>
</tr>
</tbody>
</table>

X Adjournment
Staff Report
Subject: Animal Rescue Grant
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: April 10, 2020
Item Description: Consideration to submit a grant application to Animal Rescue Aid.

Summary Recommendation:
Staff is requesting approval to submit a grant application to Animal Rescue Aid.

Executive Summary:
Periodically Animal Rescue Aid offers grants to animal sheltering agencies and rescue groups to enable them to receive additional assistance. Each grant round 3 agencies are selected to receive 10 pet beds and 10 KONG toys for sheltered animals. One of the main eligibility qualifications is that an organization must be operational and in good standing for a minimum of 6 months. Effingham County Animal Shelter meets this requirement above and beyond.

Background:
1. The grant is competitive.
2. No cost share requirement.

Alternatives for Commission to Consider:
1. Approve Animal Rescue Aid grant application submittal.
2. Do not approve Animal Rescue Aid grant application submittal.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve Animal Rescue Aid grant application submittal.

Other Alternatives:
N/A

Department Review: (list departments)
Effingham County Animal Shelter

Funding Source:
No cost share requirement

Attachments:
1. Animal Rescue Aid Grant Information
ARA Grant Funding

Grant # ARA2020-15

Grant Description: 3 Separate Grants of 10 Pet Beds & 10 KONG toys will be given to 3 shelters/rescue groups selected from applications submitted. [You are applying for one of these Grants]

Grant # ARA2020-16

Applications Accepted: April 1st through April 30, 2020 – 5 p.m. EST - Applications received after this date and time will not be eligible for consideration. No exceptions!

Award Date: May 15th, 2020

Upcoming 2020 Grants

Grant # ARA2020-17

Applications Accepted: July 1st through July 31, 2020 – 5 p.m. EST - Applications received after this date and time will not be eligible for consideration. No exceptions!

Award Date: Aug 15th, 2020

Grant # ARA2020-18

Applications Accepted: October 1st through Oct 31, 2020 – 5 p.m. EST - Applications received after this date and time will not be eligible for consideration. No exceptions!

Award Date: November 15th, 2020

[Successful applicants will be notified via email and their organization will be posted on this page]
GENERAL GUIDELINES OF THE ANIMAL RESCUE AID GRANT FUND INCLUDE:

- Only animal sheltering agencies (public or private) and rescue groups are considered for Animal Rescue Aid Grant Funds.
- Individuals, businesses and corporations are not provided for in the guidelines of the Animal Rescue Aid Grant Funds.
- Funding may only be used for the purposes outlined in the specific Animal Rescue Aid Grant being offered, applied for and ultimately awarded.
- Applications must be submitted, through Animal Rescue Aid’s online application submission process, by 5:00 p.m. EST on the respective Application Closing Date, to be considered for Animal Rescue Aid Grant Fund eligibility.
- Only organizations in the contiguous USA are eligible to apply for Animal Rescue Aid Grant Funds.
- To qualify for our Animal Rescue Aid Grant Funds, your organization must be operational and in good standing, for a minimum of 6 months.
- Only fully completed applications received through Animal Rescue Aid’s online application submission process will be eligible for consideration.
- Funding is awarded on a case-by-case basis. Selected cases will be used for fundraising purposes.

### Shelters/Rescue Groups

Want to participate in our Donation Programs (it’s FREE to join)! Just click here and we’ll get you added, then:

1. Simply purchase the items you need.
2. Or ask your supporters to make a donation on your behalf - it’s as simple as that!

### Volunteers/Supporters

1. Organize a fundraiser for the Shelter/Rescue Group you support. Social media or your group’s email newsletter are great ways to get the word out!
2. Or simply make a tax-deductible donation! The animals will thank you for it!

*as applicable

### Contact Information

<table>
<thead>
<tr>
<th>Shelter</th>
<th>Tel:</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>11322 Big Canoe</td>
<td>770-355-1763</td>
<td><a href="mailto:animalsrescueaid@gmail.com">animalsrescueaid@gmail.com</a></td>
</tr>
</tbody>
</table>

In Memory of Sweet Chelsea, Bailey & Sammy

©Animal Rescue Aid

ARA is non-profit organization and is tax-exempt under section 501(c)(3) of the Internal Revenue Code.
Staff Report

Subject: Engineering Design Standard Details for Pavement Sections in Subdivisions

Author: Eric W Larson, PE, EOM

Department: Engineering

Meeting Date: April 10, 2020

Item Description: Consideration to approve the Second Reading of a revised ordinance of Engineering Design Standard Details for Pavement Sections in Subdivisions

Summary Recommendation: Revised Engineering Design Standard Details for pavement sections have been developed for Standard Paving and for Heavy Duty Paving. Ordinance language has been revised to reference standard drawing details.

Executive Summary/Background: The Engineering Design Standard Details for Streets in Subdivisions in Effingham County are out of date. Specifically, the details related to the required pavement thicknesses need to be updated. Lack of these details have resulted in an inconsistent design among private development projects, and have contributed to premature pavement failures. EOM has developed new Engineering Design Standard Details for Streets in Subdivisions in Effingham County, specifically for Standard Paving and for Heavy Duty Paving. The first reading of this ordinance was approved March 17, 2020.

Alternatives for Commission to Consider: Without these revisions, issues related to pavement design and construction will continue.

Recommended Alternative: Board approve the Second Reading to amend Article VII, Section 7.1.13 – Street Right-of-Way Widths of the Effingham County Code of Ordinances

Other Alternatives: Take no action. Continue using existing code and design standards.

Department Review: Engineering

Funding Source: No funds are necessary.

Attachments:
1. Engineering Design Standard Details for Standard Paving for Streets in Subdivisions in Effingham County. (P1B)
2. Engineering Design Standard Details for Heavy Duty Paving for Streets in Subdivisions in Effingham County. (P1A)
3. County Code of Ordinance Appendix B, Article VII, Section 7.1 revision.
STATE OF GEORGIA EFFINGHAM COUNTY

AMENDMENT TO PART II, APPENDIX B, ARTICLE VII OF THE EFFINGHAM COUNTY CODE OF ORDINANCE

AN ORDINANCE TO AMEND APPENDIX B, ARTICLE VII OF THE CODE OF ORDINANCE AND TO REPEAL ALL OTHER ORDINANCES IN CONFLICT HEREWITH

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

Section 7.1.13 Street right-of-way widths, is amended, as follows:

The title of the sections shall be amended to read,
Section 7.1.13 Street right-of-way widths, roadway widths, and pavement thickness

A new note shall be added to read,
Notes:
(4) Pavement thickness design and construction shall be defined as outlined in Standard Construction Details P-1A and P-1B.

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

This______ day of__________________, 2020.

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

BY: ______________________________ ______________________________

WESLEY M. CORBITT, CHAIRMAN 1st Reading

ATTEST: ______________________________ ______________________________

STEPHANIE D. JOHNSON, CLERK 2nd Reading
NOTES:


2. SOIL TESTING IS REQUIRED TO DETERMINE IF THIS SECTION MEETS THE MINIMUM REQUIREMENTS FOR THE SITE’S SOIL CONDITIONS. THIS MUST BE CERTIFIED BY GEOTECHNICAL ENGINEER.

3. CONSTRUCTION SHALL CONFORM TO ALL THE APPLICABLE EFFINGHAM COUNTY STANDARD SPECIFICATIONS INCLUDING, BUT NOT LIMITED TO, DIVISION 2 AND 3.

4. ALL HOT MIX ASPHALTIC CONCRETE MUST COMPLY WITH GDOT STANDARDS SECTION 400 AND ALL RELATED SECTIONS 106, 109, 413, 424, 802, AND 828. TEST PER EACH 250 TONS OF CONCRETE ASPHALT PER GDOT SPECIFICATIONS:
   A. ONE ASPHALT EXTRACTION AND AGGREGATES.
   B. ONE MARSHALL STABILITY TEST (NOT LESS THAN 1,500 LBS. FOR SURFACE COURSE).
   C. ALL CORE HOLES SHOULD BE FILLED WITH HOT ASPHALT. HOLES MUST BE CLEANED, DRIED, AND TACK WITH AC-20 OR AC-30.

5. FOR AGGREGATES, USE THE ASTM C1077 STANDARD PRACTICES FOR TESTING.

6. THE COUNTY RESERVES THE RIGHT TO REQUIRE UNDER DRAINAGE AND/OR FILTER FABRIC ON THE BASIS OF FIELD TESTING.

7. THE BOTTOM OF ROAD BASE MUST BE LOCATED AT 2 FEET (MIN.) ABOVE THE GROUND WATER TABLE AT ITS LOWEST POINT UNLESS A GEOTECHNICAL ENGINEER CERTIFIES THAT THE PROPOSED ROADWAY DESIGN WILL NOT BE AFFECTED BY THE GROUND WATER TABLE AT THE SITE.

8. SOIL BORINGS TO BE DONE AT A MINIMUM OF 1 PER EVERY 500' OF PROPOSED ROADWAY. SEE ASTM D-1452 AND D-1587.

9. SUITABLE SUB-BASE MATERIALS ARE THOSE COMPLYING WITH ASTM D-2487 SOIL CLASSIFICATION GROUPS: GW, GP, SP AND SW SOILS AS CLASSIFIED UNDER THE UNIFIED SYSTEM.

10. BITUMINOUS PRIME AND TACK COATS WILL BE APPLIED AS LISTED BELOW:
   A. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD TO THE SURFACE OF THE GRANITE BASE COURSES.
   B. TACK COAT AC20 OR AC30 SHALL BE APPLIED AT A RATE OF 0.10 GALLONS PER SQUARE YARD TO THE SURFACE OF THE BINDER COURSE BEFORE PLACEMENT OF SURFACE COURSE.

STANDARD CONSTRUCTION DETAIL

TYPICAL RESIDENTIAL STREET PAVEMENT SECTION

FOR RESIDENTIAL STREET THAT MAY SERVICE LESS THAN 20 RESIDENCES OR IS LESS THAN 1/2 MILE IN LENGTH

DATED: AUG, 2019

P-1A

04/06/2020
STANDARD CONSTRUCTION DETAIL

TYPICAL RESIDENTIAL STREET PAVEMENT SECTION

FOR RESIDENTIAL STREET THAT MAY SERVICE AT LEAST 20 OR MORE RESIDENCES OR IS MORE THAN 1 MILE LONG IN LENGTH

NOTES:
2. SOIL TESTING IS REQUIRED TO DETERMINE IF THIS SECTION MEETS THE MINIMUM REQUIREMENTS FOR THE SITE'S SOIL CONDITIONS. THIS MUST BE CERTIFIED BY A GEOTECHNICAL ENGINEER.
3. CONSTRUCTION SHALL CONFORM TO ALL THE APPLICABLE EFFINGHAM COUNTY STANDARD SPECIFICATIONS INCLUDING, BUT NOT LIMITED TO, DIVISION 2 AND 3.
4. ALL HOT MIX ASPHALTIC CONCRETE必须 comply with GA DOT STANDARDS SECTION 400 AND ALL RELATED SECTIONS 106, 109, 413, 424, 802, AND 828. TEST PER EACH 250 TONS OF CONCRETE ASPHALT PER GA DOT SPECIFICATIONS:
   A. ONE ASPHALT EXTRACTION AND AGGREGATES.
   B. ONE MARSHALL STABILITY TEST (NOT LESS THAN 1,500 LBS. FOR SURFACE COURSE).
   C. ALL CORE HOLES SHOULD BE FILLED WITH HOT ASPHALT, HOLES MUST BE CLEANED, DRIED, AND TACK WITH AC-20 OR AC-30.
5. FOR AGGREGATES, USE THE ASTM C1077 STANDARD PRACTICES FOR TESTING.
6. THE COUNTY RESERVES THE RIGHT TO REQUIRE UNDER DRAINAGE AND/OR FILTER FABRIC ON THE BASIS OF FIELD TESTING.
7. THE BOTTOM OF ROAD BASE MUST BE LOCATED AT 2 FEET (MIN.) ABOVE THE GROUND WATER TABLE (AT ITS LOWEST POINT). THE BOTTOM OF ROAD BASE MUST BE LOCATED AT 2 FEET (MIN.) ABOVE THE GROUND WATER TABLE (AT ITS LOWEST POINT). THE BOTTOM OF ROAD BASE MUST BE LOCATED AT 2 FEET (MIN.) ABOVE THE GROUND WATER TABLE (AT ITS LOWEST POINT). THE BOTTOM OF ROAD BASE MUST BE LOCATED AT 2 FEET (MIN.) ABOVE THE GROUND WATER TABLE (AT ITS LOWEST POINT).
8. SUITABLE SUB-BASE MATERIALS ARE THOSE COMPLYING WITH ASTM D-2487 SOIL CLASSIFICATION GROUPS: GW, GP, SW.
9. SOIL TESTING IS REQUIRED TO DETERMINE IF THIS SECTION MEETS THE MINIMUM REQUIREMENTS FOR THE SITE'S SOIL CONDITIONS. THIS MUST BE CERTIFIED BY A GEOTECHNICAL ENGINEER.
10. CONSTRUCTION SHALL CONFORM TO ALL THE APPLICABLE EFFINGHAM COUNTY STANDARD SPECIFICATIONS INCLUDING, BUT NOT LIMITED TO, DIVISION 2 AND 3.
11. ALL SOIL CONDITIONS, THIS MUST BE CERTIFIED BY A GEOTECHNICAL ENGINEER.
12. SOIL TESTING IS REQUIRED TO DETERMINE IF THIS SECTION MEETS THE MINIMUM REQUIREMENTS FOR THE SITE'S SOIL CONDITIONS, THIS MUST BE CERTIFIED BY A GEOTECHNICAL ENGINEER.
13. For aggregates, use the ASTM C1077 standard practices for testing.
14. All hot mix asphaltic concrete must comply with GA DOT standards section 400 and all related sections 106, 109, 413, 424, 802, and 828. Test per each 250 tons of concrete asphalt per GA DOT specifications:
   A. One asphalt extraction and aggregates.
   B. One Marshall stability test (not less than 1,500 lbs. for surface course).
   C. All core holes should be filled with hot asphalt, holes must be cleaned, dried, and tack with AC-20 or AC-30.
15. For aggregates, use the ASTM C1077 standard practices for testing.
16. The county reserves the right to require underdrainage and/or filter fabric on the basis of field testing.
17. The bottom of road base must be located at 2 feet (min.) above the ground water table (at its lowest point) unless a geotechnical engineer certifies that the proposed roadway design will not be affected.
Staff Report
Subject: Grant
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 04-10-2020
Item Description: Consideration to accept a grant award from the Petco Foundation.

Summary Recommendation:
Staff is requesting approval to accept grant award, $15,000, from the Petco Foundation.

Executive Summary:
The Petco Foundation uses the Animal Welfare grant funds to invest in lifesaving efforts for sheltering and adoptions, and supports organizations that continually endeavor to achieve a high standard of doing more and are determined to save as many lives as possible. Effingham County Animal Shelter is one of those organizations. The funds will be used for adoption preparation such as vaccinations, necessary medical treatment, spay/neuter, etc. This grant funding will enable Effingham County Animal Shelter to continue their mission of promoting responsible animal ownership, preventing the spread of animal disease, protecting the public from dangerous animals, and protecting animals from dangerous humans.

Background:
1. The awarded funding amount is $15,000.
2. There is no cost share requirement.

Alternatives for Commission to Consider:
1. Approve the Petco Foundation grant award.
2. Do not approve the Petco Foundation grant award.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the Petco Foundation grant award.

Other Alternatives:
N/A

Department Review: (list departments)
Effingham County Animal Shelter

Funding Source:
No cost share requirement

Attachments:
1. Petco Foundation Award Letter
March 18, 2020

Dear Petco Foundation partner,

On behalf of everyone at the Petco Foundation, we are pleased to provide you with the enclosed grant award to be used towards the purpose outlined in your grant application for our Animal Sheltering & Adoptions grant cycle. Please see your approval email for instructions on how to properly acknowledge the Petco Foundation as well as the link to our press kit and logo.

We’re honored to partner with your organization and invest in your lifesaving efforts. We celebrate your commitment to animals and thank you for all that you do on behalf of pets and the people who love and need them. After all, it takes all of us to create a lifesaving nation and a better world for animals.

So together, let’s do this!

ALL FOR LOVE

[Signature]

Susanne Kogut
Executive Director
Petco Foundation

P.S. The Petco Foundation desires that all funds and efforts be prioritized for lifesaving, and seeks to reduce our environmental footprint. Therefore, we respectfully request that no items are mailed to the Petco Foundation and that any thank you letters be sent by email only to foundationpartners@petcofoundation.org. We welcome and appreciate recognition on social media (@petcofoundation), on your website, or in other print and digital communications. We ask that this recognition thank the Petco Foundation, Petco and/or our Petco store partners collectively rather than individual employees of Petco or the Petco Foundation. The Petco Foundation is a 501(c)(3) nonprofit, tax exempt corporation. Tax I.D. 33-0845930

654 Richland Hills Drive, San Antonio, TX 78245
www.petcofoundation.org
Staff Report

Subject: Human Resources Standards of Practice 2.25 – Telecommuting Policy

Author: Vicki Dunn, Human Resources Director

Department: Human Resources

Meeting Date: April 10, 2020

Item Description: Approval of Human Resources Standards of Practice 2.25 – Telecommuting Policy

Summary Recommendation: Staff recommends approval of 2.25 – Telecommuting Policy to establish procedures in the event an employee is unable to work at the office because of a health issue, a weather disaster or pandemic. The policy has been reviewed and approved by the County Attorney.

Executive Summary/Background: This policy explains the process that will be used should an employee need to work from home.

- From time to time employees may not be able to come to the office to work due to health conditions, weather conditions or during pandemics.
- This policy provides an agreement that will be signed between the employee and the Director/Department Head authorizing the Work From Home (WFH) in addition to an equipment inventory of the items the employee will take to work from home.

Alternatives for Commission to Consider

1. Approval and implementation for HR Standards of Practice 2.25 – Telecommuting Policy
2. Disapprove HR Standards of Practice 2.25 – Telecommuting Policy and provide directions to staff.

Recommended Alternative: Approve approval and implementation of Human Resources Standards of Practice 2.25- Telecommuting Policy

Other Alternatives: n/a

Department Review: County Manager, IT Director, ACCG Attorney and County Attorney and Human Resources

Funding Source: Salary will be continued as long as employee is working from home with supervisor approval

Attachments:
- 1. Telecommuting Policy
2.25 – TELECOMMUTING POLICY

A. GENERAL

In the event of an emergency such as a weather disaster or pandemic, the Effingham County Board of Commissioners may allow or require employees to temporarily work from home to ensure business continuity.

B. STANDARD

Employees are permitted to work from home (WFH) occasionally or regularly, depending on a number of factors and the arrangements they have made with their Director/Department Head. The Director/Department Head may request that an employee be present in the office at any time (regardless of the scheduled WFH time) or deny a request to work from home based on business needs, employee performance, or viability of doing the work from home. To be eligible to WFH, an employee must have access to reliable internet and a space that is free from excessive noise or distraction. All WFH arrangements must be approved by the County Director/Department Head.

C. SCOPE

1. In the event of an emergency, the Effingham County Board of Commissioners may require certain employees to work remotely. These employees will be advised of such requirements by the Director/Department Head. Preparations should be made by employees and Director/Department Heads well in advance to allow remote work in emergency circumstances.

2. For voluntary telework arrangements, either the employee or Director/Department Head can initiate a temporary telecommuting agreement during emergency circumstances. The employee and Director/Department Head will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement, including equipment needs, workspace design considerations and scheduling issues.

3. A telecommuting agreement will be prepared by Human Resources and signed by the employee and his or her Director/Department Head. See attached HR Form 59, Telecommuting Agreement.

4. The employee will establish an appropriate work environment within his or her home for work purposes. The Effingham County Board of Commissioners will not be responsible for costs associated with the setup of the employee’s home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.
EFFINGHAM COUNTY – HUMAN RESOURCES STANDARDS OF PRACTICE

2.25 – TELECOMMUTING POLICY

C. SCOPE Continued:

5. The Effingham County Board of Commissioners and/or the County Manager along with the Department Director will determine the equipment needs for each employee on a case-by-case basis. Equipment supplied by the organization is to be used for business purposes only. See attached HR Form 58 – Telecommuting Checklist

6. Consistent with the Effingham County Board of Commissioners' expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office.

7. Employees should not assume any specified period of time for emergency telework arrangements, and the Effingham County Board of Commissioners and/or the County Director/Department Head may require employees to return to regular, in-office work at any time.

D. PERFORMANCE EXPECTATIONS

1. Work your full typical schedule.

2. Attend all meetings, if required, in a virtual capacity.

3. Achieve the same level of production as in the office.

4. Maintain equivalent availability for co-worker/client communication, supervisor questions, etc.

5. Be available online and by phone for the duration of your regular scheduled work day.

6. Respond promptly to communication via messaging, email, phone.

7. Communicate consistently regarding workload and status.

8. Follow all County procedures and policies.

9. Do not use alcohol or illegal drugs.
TELECOMMUTING CHECKLIST

☐ Employee has read and understands Company policies and procedures for telecommuting/flexible work.
☐ Employee and manager/supervisor have outlined and approved an agreement for telecommuting.
☐ Telecommuting equipment has been issued to the employee.

   Equipment provided:
   ☐ Lap Top
   ☐ Keyboard/mouse
   ☐ Tablet
   ☐ Cell phone
   ☐ Other:
   ☐ Other:
   ☐ Other:
   ☐ Issue date:

☐ Policies and procedures for maintenance and safety of Company-issued equipment have been explained and are clearly understood.
☐ Policies and procedures covering classified, secure, and confidential data have been discussed and are clearly understood.
☐ Requirements for offsite office space and/or area have been discussed and approved.
☐ Performance expectations have been discussed and are clearly understood.
☐ Employee has discussed and understands all requirements.

Employee signature and date: __________________________________________________________

Manager/supervisor signature and date: ________________________________________________
EFFINGHAM COUNTY – HUMAN RESOURCES STANDARDS OF PRACTICE

EFFINGHAM COUNTY BOARD OF COMMISSIONERS
HR STANDARDS OF PRACTICE 2.25 – TELECOMMUTING POLICY

TELECOMMUTING AGREEMENT

Employees allowed to telecommute from home or off-site, for some or all of their employment, remain subject to the terms and conditions of employment set forth in the Human Resources Standards of Practice. In addition to their existing obligations and responsibilities, telecommuters agree to the following:

1. Maintain a regular work schedule and an accurate accounting of what you work on.

2. If you are nonexempt, do not work overtime without discussing with and getting authorization from your manager or supervisor.

3. Understand that the policies and procedures relating to legal compliance and safety obligations remain in full force and effect while off-site.

4. Be responsible for any Company equipment used off-site. You may be responsible for the cost of repair or replacement of any equipment if not used or handled properly. The Effingham County Board of Commissioners is not responsible for personal equipment used.

5. Maintain your work files in a safe and secure environment. Any confidential materials or proprietary information should be securely maintained and appropriately discarded and or returned to your office.

6. Understand that any injuries suffered by a telecommuter claimed to have occurred at home or off-site arising out of and in the course of employment are subject to the same workers’ compensation insurance coverage reporting requirements applicable to workplace injury occurring while the employee worked on County premises.
TELECOMMUTING AGREEMENT CONTINUED:

7. Maintain a work environment that is free from distractions.

8. You are a representative of the County whether at a County location or off-site and are expected to represent the County appropriately.

9. The term of this agreement is from___________ to___________. Understand this does not alter the at-will nature of your employment and that the County may alter this agreement at any time.

My telecommuting location will be ________________________________________. If I intend to work at a different location, I will notify my supervisor and request permission to do so.

I understand and agree to all terms in this agreement.

______________________________________________   _________________
Employee Signature    Date

______________________________________________
Employee’s Printed Name

Page 5 of 5
Staff Report

Subject: Human Resources Standards of Practice 5.05 – Emergency Conditions
Author: Vicki Dunn, Human Resources Director
Department: Human Resources
Meeting Date: April 10, 2020
Item Description: Implementation of Human Resources Standards of Practice 5.05 – Emergency Conditions

Summary Recommendation
Staff recommends implementation of 5.05 – Emergency Conditions to establish procedures for the payment and tracking of wages during this declared emergency and/or disaster response and recovery period for County employees.

Executive Summary
This policy explains how pay may be calculated for all employees, exempt and non-exempt, during impending or declare emergencies. Additionally, it explains the authorization to use Office Closed pay status.

Background
- During emergency conditions personnel will be identified as “authorized to work” or “not authorized to work”.
- Exempt employees that are authorized to work will be eligible for pay at straight time for any hours worked in excess of 43 in a work week. At the current time, exempt employees required to work during emergency conditions receive Administrative Leave, hour for hour, up to a maximum of eighty (80) hours per calendar year. Often the exempt employee works more than eighty (80) hours with no compensation.
- This will provide clear instructions on paying employees, both exempt and non-exempt during emergency conditions.

Alternatives
1. Recommend implementation for HR Standards of Practice 5.05 – Emergency Conditions
2. Disapprove HR Standards of Practice 5.05 – Emergency Conditions and provide directions to staff.

Other Alternatives:
None

Department Review: County Manager, Fire/Rescue Department, EMA

Funding Source: Reimbursement of a portion of the pay expenses may be authorized by state and federal sources.

Attachments: Human Resources Standards of Practice 5.05 – Emergency Conditions
EFFINGHAM COUNTY – HUMAN RESOURCES STANDARDS OF PRACTICE

5.05 - EMERGENCY CONDITIONS

Nothing in this policy shall override any policy held by any department which is essential to disaster relief nor does this policy alter the work requirements of any county employee.

A. PURPOSE

To establish a procedure to determine pay allowances that may be given to employees when the County closes a facility due to emergency conditions prior, or subsequent, to the commencement of a workday. It implements uniform procedures for the payment and tracking of wages during an impending or declared emergency and/or disaster response and recovery period for employees classified as either exempt or non-exempt under the Fair Labor Standards Act (FLSA). In an emergency, this policy is intended to ensure fair and equitable compensation for Effingham County employees. This policy shall remain in effect regardless of whether federal reimbursement is anticipated.

B. STANDARD

The interpretation and administration of this policy shall be the responsibility of the County Manager and/or the Human Resource Director. The County Manager, with the concurrence of the Board of Commissioners, shall have the responsibility for canceling a work shift or closing a facility or, if emergency conditions arise after a scheduled shift has begun, for closing the facility and permitting employees to leave work early.

C. PROCEDURE

The County Manager shall announce facility closings. The County Manager, with the concurrence of the Board of Commissioners, may authorize activation of this policy during a declared state of local emergency for/in Effingham County, or during a period of Mutual Aid (county to county aid within the state); Emergency Management Assistance Compact (official federally recognized organization for state to state mutual aid); or similar assignment outside Effingham County, where work is being performed in an area where a declared state of emergency exits:

1. Non-exempt employees in civilian roles (classified at 2080 hours annually) shall receive their regular rate of pay, plus overtime (time and one-half) for all hours worked in excess of 40 hours per week when asked to work in support of a declared emergency.

2. Non-exempt employees in emergency services (classified at 2756 hours annually) shall receive their regular rate of pay, plus overtime (time and one-half) for all hours worked in excess of 212 hours per 28 day pay cycle when asked to work in support of a declared emergency.
EFFINGHAM COUNTY – HUMAN RESOURCES STANDARDS OF PRACTICE

5.05 - EMERGENCY CONDITIONS

C. PROCEDURE Continued:

3. Exempt employees shall receive their normal salary, plus overtime (straight-time) for all hours worked in excess of 43 hours per week when directly related to the declared emergency. Extra paid hours worked will not be counted for or against annual admin hours.

4. During activations of this policy, all available efforts should be made to ensure employees not actively work beyond 16 hours in any given 24 hour period. A period of rest or “down time” of 8 hours within any given 24 hour period is advised to ensure employee safety.

5. Departments will track straight-time and overtime salary expenses that are directly related to the declared state of emergency. A report detailing the straight time and overtime hours is required to be submitted to Human Resources, the Finance Department, and the Effingham County Emergency Management Agency. Reports should include who the employees are, where and when they worked, and what duties were performed.

6. During a declared emergency, conditions may be such that it is hazardous for some employees to report to work. In situations such as this, the County Manager / County Commission Chairman may grant paid Office Closed Leave to prevent financial hardship to employees. This leave pay will be applied to all county employees, regardless of classification, similar to holiday pay.

7. In cases when the Chief Judge of Superior Court declares a judicial emergency, the treatment of effected employee compensation will be determined through consultation with the ECBOC Chairman, the Chief Judge and the County Manager.

8. Payment of leave time during a declared emergency will occur based on the criteria outlined below:

a. Office Closed Leave Is Authorized

1. Employees who are not authorized to work: During conditions that make it hazardous for employees to report to work, the County Manager / County Commission Chairman may direct employees to NOT report for work and close County offices. In situations such as this, the County Manager / County Commission Chairman may grant Office Closed Leave to employees who are not authorized to work.
EFFINGHAM COUNTY – HUMAN RESOURCES STANDARDS OF PRACTICE

5.05 - EMERGENCY CONDITIONS

C. PROCEDURE Continued:

2. Employees who are authorized to work: During conditions that make it hazardous for employees to report to work, some employees will still be asked to report to work to mitigate the hazardous conditions. In situations such as this and where the County Manager / County Commission Chairman has authorized Office Closed Leave, the employees working will receive equitable compensation. Employees working will be paid for all hours worked as described in Paragraphs 1 or 2 above PLUS receive straight time pay for the Office Closed Leave. This includes time spent in standby or staging.

b. Office Closed Leave Is NOT Authorized

1. Employees who are not authorized to work: In circumstances where the County Manager / County Commission Chairman has not granted leave and employees who are not authorized to work, or who are unable to report to work, shall utilize Paid Time Off leave in accordance with existing policies. Otherwise, employees will be placed on unpaid leave until the declared emergency ends or the County Manager / County Commission Chairman has re-opened County offices.

2. Employees who are authorized to work: In circumstances where the County Manager / County Commission Chairman has not granted leave yet the employees are authorized to work, the employees working will be paid for all hours worked as described in Paragraphs 1 or 2 above.

9. Employees taking any type of approved leave prior to or during the declared emergency will not receive Office Close Leave under this policy and will be paid according to the originally approved leave request. Employees whose leave is cancelled as a result of the declared emergency are compensated according to Paragraphs 8. A and B above.

D. RESPONSIBILITIES:

1. It will be the employee’s responsibility to accurately track and report all hours worked and assigned activities to their supervisor. Time spent in standby or staging must be clearly defined on the employees’ time record. Standby and staging time is accounted for differently and must be separated from hours worked.
EFFINGHAM COUNTY – HUMAN RESOURCES STANDARDS OF PRACTICE

5.05 - EMERGENCY CONDITIONS

D. RESPONSIBILITIES CONTINUED:

2. It will be the department’s responsibility to verify all hours worked. Since departments are responsible for all wages paid to County employees during an Emergency or Disaster response and recovery period, departments should carefully review hours submitted, including those for alternate work assignments by employees assigned to their department during an emergency work assignment.

3. It is important that departments maintain accurate time keeping records during Emergency or Disaster response and recovery periods.

4. It will be the responsibility of the department director or constitutional officer to assure that all grant funded employees are utilized in accordance with grant requirements.

E. COMPENSATION TYPES

What are the four types of compensation?

Office Closed Leave Authorized – Do Not Report: If the County Manager / County Commission Chairman grants Office Closed Leave during a declared emergency, employees who are not asked to report to work will receive compensation up to the maximum amount of paid Office Closed Leave granted by the County Manager.

Office Closed Leave Authorized – Report: If the County Manager / County Commission Chairman grants paid Office Closed Leave during a declared emergency, employees who are asked to report to work will receive the Office Closed Leave plus compensation for all hours worked in accordance with the provisions of this policy. This will apply to both exempt and non-exempt employees.

No Office Closed Leave Authorized – Do Not Report: If the County Manager / County Commission Chairman does not grant paid Office Closed Leave and employees are not asked to report to work, employees must use accrued personal leave to be compensated, or be placed on unpaid leave until the emergency ends.

No Office Closed Leave Authorized – Report: If the County Manager / County Commission Chairman does not grant paid Office Closed Leave and employees are asked to report to work, employees will be paid based on their status as non-exempt or exempt employees, for work performed in support of a declared emergency.
EFFINGHAM COUNTY – HUMAN RESOURCES STANDARDS OF PRACTICE

5.05 - EMERGENCY CONDITIONS

F. COMPENSATION

1. Once employees are notified of a declared local state of emergency, employees will activate to their Emergency Work Assignments. Once employees begin working their assignments, compensation will be paid based on the employees’ classification. This compensation policy is for work performed in support of a declared emergency. Employees working their normal work assignments, meaning non-emergency or non-disaster response and recovery, will be paid according to applicable federal and state laws.

2. The policy provides that non-exempt employees will receive their regular rate of pay per hour, plus any overtime hours worked in excess of 40 hours in one week. All overtime hours will be paid at the rate of one and one-half times the regular rate of pay. Emergency service employees will receive their regular rate of pay per hour, plus any overtime hours worked in excess of 212 hours in a 28 day pay cycle. All overtime hours will be paid at the rate of one and one-half times the regular rate of pay.

G. TRACKING TIME WORKED

1. Departments will be responsible for verifying the type and number of hours worked for all their employees, depending on the employees’ status, whether paid Office Closed Leave has been granted, and the employees’ assignment. The department is responsible for providing detailed reports indicating the name of the employee, where and when they worked, and the duties performed.

2. Departments may require employees to report hours worked using any reasonable method available, depending on the circumstances of the emergency and the employees’ role. Where this information is requested, employees are urged to provide as much assistance as possible to ensure accurate time capture.

H. LONG-TERM CLOSINGS / SPECIAL CIRCUMSTANCES

In the event that an emergency causes an entire facility or any part thereof to be closed for two (2) or more days, or in the event of unusual circumstances, pay allowance provisions for all employees shall be determined by the Board of Commissioners, County Manager, and/or the Human Resource Director.

I. CRITICAL WORKFORCE

In the event of severe weather, employees such as EMS, Public Safety, Sheriff’s Department, Prison, Public Works, and certain administrative personnel will be designated as critical workforce personnel. As such, these employees will be required to remain on duty for the duration of the event. Any employee who fails to remain on duty will be subject to disciplinary action; up to and including termination.
EFFINGHAM COUNTY – HUMAN RESOURCES STANDARDS OF PRACTICE

5.05 - EMERGENCY CONDITIONS

STATE OF EMERGENCY CONDITIONS FREQUENTLY ASKED QUESTIONS (FAQs)

What is the intent of the State of Emergency Conditions? The intent of the policy is to provide an orderly compensation plan for Effingham County employees during a period of emergency or disaster response and recovery. Emergency operations and disaster response and recovery can occur during a period of declared local emergency or under a period of Mutual Aid. The latter is an instance where Effingham County mobilizes to assist another county or state during an emergency or disaster.

When does this policy apply? The State of Emergency Conditions will apply in the event of a declared state of local emergency in Effingham County. The ECBOC Chairman, at the recommendation of the County Manager and the Director of Emergency Management, will declare the local state of emergency.

How will I be paid if I work an Emergency or Disaster response and recovery assignment and I am an exempt employee? Exempt employees who perform work in support of a declared local emergency will be paid their regular salary. In addition, exempt employees who work in excess of 43 hours in a work week, if directly related to the declared emergency, will be paid straight time for all hours worked in excess of 43 hours per week.

What if I don’t work during a period of declared emergency? Do I receive compensation? This depends on your status during a declared emergency. There are four compensation types that will determine your compensation status during a period of declared emergencies (see Paragraph 8 in the Policy).

If I am asked to report for work after I have evacuated, how will I be paid? If you have traveled out of town as part of an evacuation order and are asked to return to work during the evacuation period, your commute time back to Effingham County will be counted as work time, and you will be paid for the travel time necessary to return, plus actual work time once you report for work.

If I am out of town on personal leave and asked to report for work, how will I be paid? If you are out of town and travel is not related to an evacuation order, you will not be paid for travel time to Effingham County, and your paid work time will begin once you report for work.

If I am working out of town and asked to report back for work, how will I be paid? If you were instructed to report to an out of town location to perform work and then asked to return to Effingham County, your travel time to the out of town location and your travel time back to Effingham County will be counted as work time.
EFFINGHAM COUNTY – HUMAN RESOURCES STANDARDS OF PRACTICE

5.05 - EMERGENCY CONDITIONS

STATE OF EMERGENCY CONDITIONS FREQUENTLY ASKED QUESTIONS (FAQs)

If I am working during the emergency event and cannot leave due to safety reasons, how will I be paid? There may be times when it is not safe or legal to travel around the County. During periods such as this, it is expected that employees will remain at their work location, even if their shift has ended. This time will be treated as work time.

If I only work part of the day and it’s during a period when Office Closed Leave is authorized, how will I be paid? Non-exempt employees who work part of a day that has been authorized for Office Closed Leave, will be paid for the hours worked plus receive the full number of hours of authorized Office Closed Leave. Exempt employees will receive the full number of hours of authorized Office Closed Leave. The County Manager will determine whether additional pay will be granted to exempt employees during the period of administrative leave.

I am a new employee, but my start date was moved because of an emergency or disaster event. Will I still be paid based on my originally scheduled start date? No. Pay will begin on your first actual day of work.

I need extra time to prepare to evacuate but Office Closed Leave is only allowed for a portion of the day. How will I be paid? If you are scheduled to work, but did not report to work because you needed time to prepare to evacuate, you will be granted the authorized hours of Office Closed Leave, but must use vacation time for the additional hours in the work day not covered by the Office Closed Leave.

I am required to work during the emergency event and also required to sleep at my assigned location. Am I paid for this time? All time that you are required to be at a facility or on site will be treated as work time, regardless of whether you have sleep time. This includes, but is not limited to, employees who work in the EOC, shelter in an assigned office/housing facility, and emergency service employees who are required to remain at given work sites.

How will I be compensated for Office Closed Leave if my regular work schedule is greater than eight hours per day or if I normally work on the weekend? Office Closed Leave will be calculated on the regular work day of the employee, for any days County offices that will be closed to the public.

What if I am already scheduled to be on approved personal leave during a declared emergency? Employees on approved personal leave during a declared emergency will be paid according to their leave approval, and not under this policy.
What if I am on approved personal leave, but must report due to my Employee Category? Employees already on approved personal leave who report to work due to their emergency work assignment will be paid according to this policy. Employees already on approved leave that are required to report, but don’t report will be paid according to their leave approval.

What if I am scheduled to go on approved personal leave and a local emergency is declared? Employees approved to take personal leave who are advised to report may have their personal leave canceled so that they can participate in the emergency or disaster response and recovery effort. If this happens, employees will be paid according to this policy.

What if the facility is closed before my scheduled workday begins? Exempt and non-exempt regular employees will be paid for the regularly scheduled shift.

What if the facility remains open and I don’t come to work? Non-exempt employees failing to report to work when there is a snowstorm, etc. and the facility remains open, will not be paid for the day, nor will they be permitted to charge this lost time to Paid Time Off, unless such time off had been previously granted. Employees arriving late on such days will be paid for the actual time worked.

What if the facility closes after a regular workday has begun?
   a. Nonexempt employees who report to work but leave prior to the time the facility is officially closed will be paid up to the time they leave the facility.

   b. Nonexempt employees who report to work and remain at work until the facility is officially closed will be paid for the entire workday.
Staff Report

Subject: Design/Engineering Design Services – Blue Jay Waterline Ext. B
Author: Charles George, P.E., County Engineer
Department: Engineering
Meeting Date: April 10, 2020
Item Description: Consideration to approve the award of Professional Services Contract to Hussey Gay Bell for Design Services associated with Blue Jay Waterline Extension B Project. Contract to be $98,770 for Design, Permitting, and Construction Observation Phases.


Executive Summary/Background:
The County received nine proposals from A/E firms to provide the design and engineering for the Blue Jay Road Waterline Extension B Project.

Alternatives for Commission to Consider
1. Approve the recommendation to award the contract to Hussey Gay Bell based on their qualifications and bid submitted.

2. Approve award of the contract to the firm of Coleman & Co. with the second highest overall point total with the lower bid price of $66,200.00

3. Approve award of a contract to only perform the design services without construction observation services. The County staff will be required to perform the Construction Observation services in house.

4. Approve award of a contract to only provide design services to Hussey Gay Bell for the Waterline Extension and not the Re-use Line (total contract amount would be $79,175.00)

Recommended Alternative:
Approve Alternate 1.

Other Alternatives:
Alternate 2, Alternate 3, Alternate 4, Table, or take no action.

Department Review: Engineering

Funding Source:

Attachments:
1. Contract
2. Bid Summary Tabulation
3. Recommendation to Award letter
Services Contract

Between

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

and

Hussey Gay Bell
329 Commercial Drive
Savannah, GA 31406

This Contract (hereinafter referred to as “Contract” or “Agreement”) is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the "Board" and/or “County”) and Hussey Gay Bell (hereinafter called the "Contractor"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified company as specified in RFP No. 20-105-002 – Professional Services – Blue Jay Road Water Line Extension “B”; and

WHEREAS, the Contractor has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Contractor as follows:

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in RFP No. 20-1005-002- Professional Services – Blue Jay Road Water Line Ext B and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I.2 CONTRACT.
This Contract is one time lump sum in the amount of $98,770.00.

SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.
The words "shall", "will" and "must" may be used interchangeably in this Contract and in any case will indicate mandatory.

SECTION I-4 PERSONNEL AND EQUIPMENT.
The Contractor represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.
The County may, at any time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Contractor’s compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Contractor shall be incorporated in written amendments to this Contract.

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.
The County may terminate this Contract for cause or Contractor’s persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Contractor shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.
The County may terminate without cause, upon seven (7) days written notice to Contractor. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss.
sec_18_termination_of_contract_for_lack_of_funding
The obligation of the County for payment to the Contractor is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

sec_19_indemnification
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Effingham County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages for injuries to or death of any person or persons or damage to the property or other rights of any person or persons (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Contractor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable. The Contractor's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Contractor.

sec_10_covenant_against_contingent_fees
The Contractor shall comply with the relevant requirements of all Federal, State, County or other local laws. The Contractor warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Contractor, for any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the Board shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

sec_11_prohibited_interests
A. **Conflict of Interest.** The Contractor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that, in the performance of the Contract no person having such interest shall be employed.

B. **Statement of disclosure:** Contractor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

**Interests of Public Officials.**
Contractor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement for default, or take other remedial measures. “Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. **Remote interest** as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. **Family** as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

sec_12_audits_and_inspections
At any time during normal business hours and as often as the County may deem necessary, the Contractor and its subcontractors shall make available to the County and/or representatives of the County, examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the County to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as

04/06/2020

Page 2 of 6
SECTION I-13 INDEPENDENT CONTRACTOR.
Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement.

SECTION I-14 NOTICES.
All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Contractor.

All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be transmitted by certified mail, postage prepaid, to Chris Burke, Hussey Gay Bell, 329 Commercial Drive, Savannah, GA 31406. It shall be Contractor’s responsibility to inform the County of any change to this contact address.

SECTION I-15 COMPLIANCE WITH LAWS.
The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

SECTION I-16 ASSIGNABILITY.
The Contractor shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

SECTION I-17 GOVERNING LAW.
This Contract shall be governed by the laws of Georgia, with venue in Effingham County.

ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.
The County shall pay the Contractor for his services as follows:

See attachment A for fee schedule.

These rates and fees shall remain in effect until project completion without exception.

All invoices shall contain the following:
Date services performed
Detailed account of services performed
Location of services performed

No work outside the scope of work contained in the RFP will be performed without the advanced written approval of the County’s engineering department.

Advance payments prior to any work shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The County will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.
SECTION II-2. PAYMENT OF TAXES AND FEES.
The Contractor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

SECTION II-3. QUANTITIES GUARANTEED.
The Contractor represents, understands and agrees that this is a “LUMP SUM” contract, to guarantee pricing for services contained herein.

ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

1. Name of Producer (contractor's insurance Broker/Agent).
2. Companies affording coverage (there may be several).
3. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
4. A Summary of all current insurance for the insured (includes effective dates of coverage).
5. A brief description of the operations to be performed, the specific job to be performed, or contract number.
6. Certificate Holder (This is to always include Effingham County).

Limits of Insurance:

Effective coverage shall have the following limits:
A. Commercial General Liability of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over $1,000,000.00.
B. Commercial Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
C. Workers’ Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident or disease.

Special Requirements:
A. Claims-Made Coverage: The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
B. Extended Reporting Periods: The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
C. Reporting Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage.
D. Cancellation/Non-Renewal Notification: Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
E. Proof of Insurance: Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONTRACTOR must ensure Certificates of Insurance are updated for the entire term of the Contract.
F. Insurer Acceptability: Insurance is to be placed with an insurer having an A.M. Best's rating of A and a
five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.

G. Lapse in Coverage: A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.

H. Deductible and Self-Insured Retention: Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

Additional Coverage for Engineering, Architectural and Surveying Services:

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: $1,000,000 per claim/occurrence. Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

ARTICLE IV
WAIVERS AND EXCEPTIONS

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Contractor with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County’s right to demand exact and strict compliance by Contractor with the terms and conditions of this Contract.

ARTICLE V
GENERAL PROVISIONS

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Contractor warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Contractor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Contractor from County for services rendered prior to the date of death or dissolution shall be paid to Contractor’s executors, administrators, heirs, personal representative, successors, or assigns.

ARTICLE VI
AUTHORITY TO EXECUTE AND ENTER AGREEMENT

By his, her, or their signature(s) below, the person or persons signing on behalf of Contractor warrant that (1) they are authorized to sign on behalf of Contractor; (2) that to the extent Contractor is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.
This ____ day of ____________________, 2020

Hussey Gay Bell

________________________________________
Signature

________________________________________
Title

Witness - Signature

Witness - Title

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

WESLEY M. CORBITT, CHAIRMAN

Attest:

STEPHANIE D. JOHNSON, COUNTY CLERK

CONTRACT NO. 20-105-002

COMMISSION APPROVAL DATE:
<table>
<thead>
<tr>
<th>FACTOR</th>
<th>CLG</th>
<th>DAN</th>
<th>LC</th>
<th>CLG</th>
<th>DAN</th>
<th>LC</th>
<th>CLG</th>
<th>DAN</th>
<th>LC</th>
<th>CLG</th>
<th>DAN</th>
<th>LC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exp with similar projects</td>
<td>20</td>
<td>15</td>
<td>10</td>
<td>20</td>
<td>10</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Project approach</td>
<td>20</td>
<td>15</td>
<td>10</td>
<td>20</td>
<td>10</td>
<td>20</td>
<td>20</td>
<td>10</td>
<td>15</td>
<td>15</td>
<td>15</td>
<td>15</td>
</tr>
<tr>
<td>Project team</td>
<td>20</td>
<td>18</td>
<td>15</td>
<td>20</td>
<td>15</td>
<td>20</td>
<td>20</td>
<td>15</td>
<td>20</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td>Schedule</td>
<td>4</td>
<td>5</td>
<td>5</td>
<td>6</td>
<td>6</td>
<td>5</td>
<td>8</td>
<td>4</td>
<td>10</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
</tbody>
</table>

**Average Points for Each Factor (CLG+DAN+LC)/3**

<table>
<thead>
<tr>
<th>FACTOR</th>
<th>CLG</th>
<th>DAN</th>
<th>LC</th>
<th>CLG</th>
<th>DAN</th>
<th>LC</th>
<th>CLG</th>
<th>DAN</th>
<th>LC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exp</td>
<td>6.6</td>
<td>5</td>
<td></td>
<td>3.3</td>
<td>5</td>
<td>6</td>
<td>3.3</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>Approach</td>
<td>6.6</td>
<td>5</td>
<td></td>
<td>3.3</td>
<td>5</td>
<td>6</td>
<td>3.3</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>Team</td>
<td>6.6</td>
<td>6</td>
<td></td>
<td>5</td>
<td>6</td>
<td>6</td>
<td>5</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Schedule</td>
<td>1.3</td>
<td>2</td>
<td></td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>1.6</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Fee</td>
<td>0</td>
<td>0</td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>21.3</td>
<td>17</td>
<td>13</td>
<td>22</td>
<td>22</td>
<td>22</td>
<td>21.6</td>
<td>24.3</td>
<td>19.6</td>
</tr>
</tbody>
</table>

**Note:** The table above represents the average points for each factor, where the points are calculated by averaging the scores across the three factors (CLG, DAN, LC). The points are then summed to give a total score for each factor. The total scores are used to determine the overall performance of the vendors for professional services related to waterline extension B. The scores are rounded to two decimal places for clarity.
Mr. Tim Callanan/County Manager  
Effingham County Board of Commissioners  

Subject: RFP 20-105-006 Architectural/Engineering Services  
For Blue Jay Road Waterline Extension B  
Evaluation of Proposals & Recommendation for  
Award of Design Contract  

Dear Tim:  

Design/Engineering proposals were received on Wednesday March 18, 2020, at the Effingham County’s offices for the referenced project. A total of nine proposals were received and recorded at 11:00 am. The proposals included:  

1. Engineering, permitting, and construction services for the Waterline Extension  
2. Permitting for any wetland encountered (if necessary)  
3. Engineering, permitting, and construction services for re-use line installation  

Proposals were submitted by:  

- Thomas & Hutton  
- EMC Engineering  
- Coleman & Company  
- Cranston Engineering  
- Roberts Engineering  
- Hussey Gay Bell  
- Parker Engineering  
- GWES  
- Pond  

A copy of the Bid Evaluation Sheet is attached for information. Each proposer was evaluated using the following criteria:  

Experience with similar projects  
Project Approach  
Project Team  
Proposed Schedule
As you will note, the apparent most responsive proposal scoring the highest evaluation of 73 points for qualifications, experience, schedule, and project approach for this work is Hussey Gay Bell of Savannah with Thomas & Hutton being the next highest in evaluation points of 69.50. EMC Engineering was third with a point total of 66.60.

These evaluation points were assigned prior to the opening of the proposers’ fee submittal.

The following are the fees submitted by the proposers:

1. Thomas & Hutton $111,625.00 (4)
2. Parker Engineering $70,600.00 (2)
3. GWES $141,171.00 (6)
4. Coleman & Co. $66,200.00 (1)
5. Hussey Gay Bell $98,770.00 (3)
6. Pond $171,475.00 (8)
7. Roberts $166,825.00 (7)
8. Cranston Engineering $234,695.00 (9)
9. EMC Engineering $117,600.00 (5)

After opening of the fees, Coleman & Company provided the lowest fee amount totaling $66,200.00 for design, permitting, and construction services for the Waterline Extension, wetlands, permitting, and re-use line. Parker Engineering provided the second lowest fee amount with $70,600.00. Hussey Gay Bell’s, the most qualified proposal prior to opening of the fees, provided a fee of $98,770.00 with Thomas & Hutton providing a fee of $111,625.00.

After combining the evaluation points for experience and for the fees provided, it is our opinion Hussey Gay Bell is the top qualified consultant for this project. Coleman & Co. was the second most qualified with Thomas & Hutton evaluated as the third most qualified.

Based on our evaluation of the submittals and with the criteria described above, it is our recommendation to award the Professional Engineering Services Contract to Hussey Gay Bell to perform the design, permitting and construction services for the Water Line & Re-Use Line Extension B on Blue Jay Road.

If you have any questions please do not hesitate to call.

Charles L. George, P.E.
Director of Development Services/County Engineer
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329
<table>
<thead>
<tr>
<th>PROPOSER</th>
<th>EVALUATION PRIOR TO BID OPENING</th>
<th>BID</th>
<th>FINAL EVALUATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas &amp; Hutton</td>
<td>69.50 (2) *</td>
<td>$111,625.00 (4)</td>
<td>81.36 (3) *</td>
</tr>
<tr>
<td>Parker Engineering</td>
<td>60.20 (8)</td>
<td>$ 70,600.00 (2)</td>
<td>74.02 (5)</td>
</tr>
<tr>
<td>GWES</td>
<td>61.60 (6)</td>
<td>$141,171.00 (6)</td>
<td>70.98 (6)</td>
</tr>
<tr>
<td>Coleman &amp; Co.</td>
<td>61.80 (5)</td>
<td>$ 66,200.00 (1)</td>
<td>81.80 (2) *</td>
</tr>
<tr>
<td>Hussey Gay Bell</td>
<td>73.00 (1) *</td>
<td>$ 98,770.00 (3)</td>
<td>86.40 (1) *</td>
</tr>
<tr>
<td>POND</td>
<td>61.00 (7)</td>
<td>$171,475.00 (8)</td>
<td>68.72 (7)</td>
</tr>
<tr>
<td>Roberts</td>
<td>47.20 (9)</td>
<td>$166,825.00 (7)</td>
<td>58.53 (9)</td>
</tr>
<tr>
<td>Cranston</td>
<td>62.00 (4)</td>
<td>$234,695.00 (9)</td>
<td>67.64 (8)</td>
</tr>
<tr>
<td>EMC Engineering</td>
<td>66.60 (3) *</td>
<td>$117,600.00 (5)</td>
<td>77.86 (4)</td>
</tr>
</tbody>
</table>
Staff Report
Subject: Architectural/Engineering Design Services – Six Facility Buildings
Author: Charles George, P.E., County Engineer
Department: Engineering
Meeting Date: April 10, 2020
Item Description: Consideration to approve the award of Professional Services Contract to DPR Architects for Design Services associated with six facility buildings consisting of three fire stations, EMS bldg. addition, Sheriff’s storage bldg., and Prison maintenance bldg. Contract to be $133,600 for Design Phase & $31,850 for Construction Observation Phase for a total contract of $165,450

Summary Recommendation: Approval of the contract to DPR Architects for contract amount of $165,450 for design of six new facility buildings

Executive Summary/Background:
The County received seven proposals from A/E firms to provide the design and engineering for three fire station buildings, a new EMS addition, a sheriff department storage facility, and maintenance building for the prison to replace the damaged existing facility.

Alternatives for Commission to Consider
1. Approve the recommendation to award the contract to DPR Architects
2. Reject the proposals submitted and revise scope on each building for re-pricing.
3. Approve award of a contract to only perform the design services without construction observation services. The County staff will be required to perform the Construction Observation services in house.
4. Approve award of a contract to only provide design services for the Hodgeville Fire Station (critically needed by Dec. 2020)

Recommended Alternative:
Approve Alternate 1.

Other Alternatives:
Alternate 2, Alternate 3, Alternate 4, Table, or take no action.

Department Review: Engineering

Funding Source:

Attachments:
1. Contract
2. Bid Summary Tabulation
3. Recommendation to Award letter
Services Contract

Between

Effingham County Board of Commissioners
601 North Laurel Street
Springfield, GA 31329

and

DPR Architects
12A East Grady Street
Statesboro, Georgia 30458

This Contract (hereinafter referred to as “Contract” or “Agreement”) is made and entered into by and between the Board of Commissioners of Effingham County, Georgia (hereinafter referred to as the “Board” and/or “County”) and DPR Architects (hereinafter called the “Consultant”). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

WITNESSETH

WHEREAS, the Board desires to engage a qualified surveying company as specified in RFP No. 20-006 – Professional Services – Architectural/Engineering for Six Building Facilities; and

WHEREAS, the Consultant has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Consultant as follows:

ARTICLE I
TERMS AND CONDITIONS OF THIS CONTRACT

SECTION I-1 TERMS OF SERVICE.
The scope of services and the terms and conditions of performance shall be as specified in this document and in RFP No. 20-006-Professional Services - Architectural/Engineering Services for Six Building Facilities and related addenda which are hereby adopted and incorporated as if set forth fully herein.

SECTION I.2 CONTRACT.
This Contract is one time lump sum in the amount of $165,450.00.

SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.
The words "shall", "will" and "must" may be used interchangeably in this Contract and in any case will indicate mandatory.

SECTION I-4 PERSONNEL AND EQUIPMENT.
The Consultant represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Consultant under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

SECTION I-5 CHANGES TO THIS CONTRACT.
The County may, at any time, request changes in the Scope of Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Consultant’s compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Consultant shall be incorporated in written amendments to this Contract.

SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.
The County may terminate this Contract for cause or Consultant’s persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Consultant shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.
SECTION I-7  TERMINATION OF CONTRACT WITHOUT CAUSE.
County may terminate without cause, upon seven (7) days written notice to Consultant. In such case, Consultant shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Consultant shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

SECTION I-8  TERMINATION OF CONTRACT FOR LACK OF FUNDING.
The obligation of the County for payment to the Consultant is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

SECTION I-9  INDEMNIFICATION.
To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Effingham County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages for injuries to or death of any person or persons or damage to the property or other rights of any person or persons (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Contractor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable. The Contractor's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Contractor.

SECTION I-10  COVENANT AGAINST CONTINGENT FEES.
The Consultant shall comply with the relevant requirements of all Federal, State, County or other local laws. The Consultant warrants this it has not employed or retained any company, person, other than a bona fide employee working solely for the Consultant, for any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the Board shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION I-11  PROHIBITED INTERESTS.
A. Conflict of Interest. The Consultant and its sub-consultants warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Consultant further agrees that, in the performance of the Contract no person having such interest shall be employed.

B. Statement of disclosure: Consultant must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.
Consultant warrants for itself and any subconsultant that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. “Interest” as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term “interest” shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. Remote interest as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. Family as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

SECTION I-12  AUDITS AND INSPECTIONS.
At any time during normal business hours and as often as the County may deem necessary, the Consultant and its sub-consultants shall make available to the County and/or representatives of the County, examination all of its records with
respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the County to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Consultant as requested by the County.

SECTION I-13 INDEPENDENT CONSULTANT.
Consultant hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent consultant and not as the agent or employee of the County. The Consultant agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Consultant agrees to be solely responsible for its own acts and those of its subordinates and subconsultants during the life of this Agreement.

SECTION I-14 NOTICES.
All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Consultant.

All written notices, demands, and other papers or documents to be delivered to the Consultant under this Contract shall be transmitted by certified mail, postage prepaid, to Kevin Palmer, DPR Architects, 12A East Grady St, Statesboro, Georgia 30458. It shall be Consultant’s responsibility to inform the County of any change to this contact address.

SECTION I-15 COMPLIANCE WITH LAWS.
The Consultant shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

SECTION I-16 ASSIGNABILITY.
The Consultant shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

SECTION I-17 GOVERNING LAW.
This Contract shall be governed by the laws of Georgia, with venue in Effingham County.

ARTICLE II
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES

SECTION II-1. COMPENSATION FOR CONSULTANT SERVICES.
The County shall pay the Consultant for his services as follows:

See Attachment A for fee schedule.

These rates and fees shall remain in effect until December 29, 2021, without exception.

All invoices shall contain the following:
Building Name and Services Provided
Date services performed
Detailed account of services performed
Location of services performed
Name of employee providing said services
No work outside the scope of work contained in the RFP will be performed without the advanced written approval of the County’s engineering department.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Consultant to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Consultant. The County
SECTION II-2. PAYMENT OF TAXES AND FEES.
The Consultant shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

SECTION II-3. QUANTITIES GUARANTEED.
The Consultant represents, understands and agrees that this is a “LUMP SUM” contract, to guarantee pricing for services contained herein.

ARTICLE III
INSURANCE REQUIREMENTS

SECTION III-1. INSURANCE PROVISIONS: Consultant shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subconsultants. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

General Information that shall appear on a Certificate of Insurance:

1. Name of Producer (consultant's insurance Broker/Agent).
2. Companies affording coverage (there may be several).
3. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
4. A Summary of all current insurance for the insured (includes effective dates of coverage).
5. A brief description of the operations to be performed, the specific job to be performed, or contract number.
6. Certificate Holder (This is to always include Effingham County).

Limits of Insurance:

Effective coverage shall have the following limits:
A. Commercial General Liability of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over $1,000,000.00.
B. Commercial Automobile Liability (owned, non-owned, hired) of $1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
C. Workers’ Compensation limits as required by the State of Georgia and Employers Liability limits of $1,000,000 (one million dollars) per accident or disease.

Special Requirements:

A. Claims-Made Coverage: The limits of liability shall remain the same as the occurrence basis, however, the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
B. Extended Reporting Periods: The consultant shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
C. Reporting Provisions: Any failure to comply with reporting provisions of the policies shall not affect coverage.
D. Cancellation/Non-Renewal Notification: Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
E. Proof of Insurance: Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONSULTANT must ensure Certificates of Insurance are updated for the entire term of the Contract.
F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.

G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.

H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.

**Additional Coverage for Engineering, Architectural and Surveying Services:**

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: $1,000,000 per claim/occurrence. Coverage Requirement: If “claims made,” retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if “tail” coverage has been purchased and the duration of the coverage.

**ARTICLE IV**

**WAIVERS AND EXCEPTIONS**

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Consultant with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County’s right to demand exact and strict compliance by Consultant with the terms and conditions of this Contract.

**ARTICLE V**

**GENERAL PROVISIONS**

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Consultant for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Consultant warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Consultant dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Consultant from County for services rendered prior to the date of death or dissolution shall be paid to Consultant’s executors, administrators, heirs, personal representative, successors, or assigns.

**ARTICLE VI**

**AUTHORITY TO EXECUTE AND ENTER AGREEMENT**

By his, her, or their signature(s) below, the person or persons signing on behalf of Consultant warrant that (1) they are authorized to sign on behalf of Consultant; (2) that to the extent Consultant; is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.
IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

This ____ day of ____________________, 2020.

DPR Architects

_______________________________
Signature

_______________________________
Title

Witness - Signature  Witness - Title

BOARD OF COMMISSIONERS OF
EFFINGHAM COUNTY, GEORGIA

_______________________________
WESLEY CORBITT, CHAIRMAN

Attest:

_______________________________
STEPHANIE D. JOHNSON, COUNTY CLERK

CONTRACT NO. 20-006

COMMISSION APPROVAL DATE:
NOTICE TO PROCEED

TO: DPR Architects
RE: NOTICE TO PROCEED

RFP No. 20-006 – Professional Services – Architectural/Engineering for Six Building Facilities

Please consider this your NOTICE TO PROCEED on the above referenced project. In accordance with the terms of the contract, work is to commence within ten (10) days of receipt of the Notice to Proceed and to be completed as follows:

Hodgeville Fire Station Design Services and ready for Bid by Jun25, 2020

Remaining Buildings Design Services to be completed by October 15, 2020.

Dated this ____ day of ____________, 2020

Effingham County Board of Commissioners

______________________________
Wesley M. Corbitt, Chairman
ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: ________________________________________

By: ______________________________________________

Title: _____________________________________________

Date of Acceptance: ________________________________
<table>
<thead>
<tr>
<th>COMPANY</th>
<th>TOTAL PRICE</th>
<th>HODGEVILLE FS</th>
<th>GUADALUPE FS</th>
<th>FS</th>
<th>EMS</th>
<th>PRISON</th>
<th>SHERIFF</th>
<th>PERMIT PHASE</th>
<th>CONSTRUCTION OBSERVATION</th>
<th>HODGEVILLE FS SCHED</th>
</tr>
</thead>
<tbody>
<tr>
<td>USEBY RULE ARCHITECTS</td>
<td>152,240</td>
<td>40,000</td>
<td>76,045</td>
<td>24,883</td>
<td>27,970</td>
<td>14,950</td>
<td>17,460</td>
<td>20,000</td>
<td>32,600</td>
<td>DESIGN 6/2020</td>
</tr>
<tr>
<td>THOMPSON ENGINEERING</td>
<td>199,103</td>
<td>73,898</td>
<td>71,239</td>
<td>71,239</td>
<td>59,817</td>
<td>51,677</td>
<td>27,083</td>
<td>56,380</td>
<td>DESIGN 6/2020</td>
<td></td>
</tr>
<tr>
<td>DPI ARCHITECTS</td>
<td>133,600</td>
<td>33,900</td>
<td>23,900</td>
<td>23,900</td>
<td>26,600</td>
<td>13,600</td>
<td>11,700</td>
<td>INCLUDED IN DESIGN</td>
<td>DESIGN 6/2020</td>
<td></td>
</tr>
<tr>
<td>BARNARD ARCHITECTS</td>
<td>292,500</td>
<td>81,500</td>
<td>56,000</td>
<td>56,000</td>
<td>17,600</td>
<td>11,400</td>
<td>6,100</td>
<td>38,006</td>
<td>DESIGN 7/2020</td>
<td></td>
</tr>
<tr>
<td>TOLAND MDELL ARCHITECTS</td>
<td>241,850</td>
<td>39,840</td>
<td>39,840</td>
<td>64,000</td>
<td>38,240</td>
<td>15,600</td>
<td>2,500</td>
<td>57,741</td>
<td>DESIGN 6/2020</td>
<td></td>
</tr>
<tr>
<td>COURTS ATKINS ARCHITECTS</td>
<td>627,500</td>
<td>183,000</td>
<td>135,000</td>
<td>135,000</td>
<td>56,000</td>
<td>21,500</td>
<td>65,000</td>
<td>194,200</td>
<td>DESIGN 7/2020</td>
<td></td>
</tr>
<tr>
<td>COUTDELL MENDRALA</td>
<td>261,300</td>
<td>41,823.60</td>
<td>41,823.60</td>
<td>68,753.88</td>
<td>36,054.88</td>
<td>19,792.88</td>
<td>9,700</td>
<td>667,600</td>
<td>DESIGN 7/2020</td>
<td></td>
</tr>
</tbody>
</table>

WITNESSES: ___________________________
Effingham County Board of Commissioners
Development Services/County Engineering
601 N. Laurel St.
Springfield, GA 31329

March 20, 2020

Mr. Tim Callanan/County Manager
Effingham County Board of Commissioners

Subject: RFP 20-105-006 Architectural/Engineering Services
for Six Building Facilities
Evaluation of Proposals & Recommendation for
Award of Design Contract

Dear Tim:

Architectural/Engineering proposals were received on Thursday March 19, 2020, at the Effingham County’s offices for the referenced project. A total of seven proposals were received and recorded at 11:00 am. The proposals were submitted by:

- Ussery Rule Architects
- Thompson Engineering
- DPR Architects
- Barnard Architects
- Toland Mizell Architects
- Court Atkins Architects
- Cogdell Mendrala Architects

A copy of the Bid Tabulation Sheet is attached for information. As you will note, the apparent low bidder for this work is DPR Architects with a submitted design services fee of $133,600.00. Ussery Rule Architects submitted the second low apparent bid of $152,240.00.

We have performed an evaluation of the seven proposals considering their proposed project approach, conceptual design schedules, company experience with similar projects, qualifications and experience of their proposed sub-consultants, projected schedules (specifically for Hodgeville FS, any exceptions/exclusions noted in their submittals, as well as their submitted design services, permitting, and construction observation services fees.
Effingham County Board of Commissioners
Development Services/County Engineering
601 N. Laurel St.
Springfield, GA 31329

Based on our evaluation of the bids with the criteria described above, it is our recommendation to award the Architectural Services Contract to DPR Architects.

If you have any questions please do not hesitate to call.

Sincerely,

[Signature]
Charles L. George, P.E.
Director of Development Services/County Engineer
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

cgeorge@effinghamcounty.org
Staff Report

Subject: Coastal Regional Commission Grant
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 04-10-2020
Item Description: Consideration to accept Grant Award from the Coastal Regional Commission.

Summary Recommendation:
Staff is requesting approval to accept Grant Award from the Coastal Regional Commission.

Executive Summary:
In continued support of Nutrition Services and Adult Day Care Programs, the Coastal Regional Commission Area Agency on Aging (CRC AAA) is providing mini grants for Senior Centers and Adult Day Care sites. The grant funding is intended for program development and improvements that promote healthy aging and should only be used on materials, training and equipment that enhance nutrition and day care programs.

Background:
1. The awarded funding amount is $6,000.
2. There is no cost share requirement.

Alternatives for Commission to Consider:
1. Approve the Coastal Regional Commission grant award.
2. Do not approve the Coastal Regional Commission grant award.
3. Provide Staff with Direction

Recommended Alternative:
Staff recommends Alternative number 1 – Approve the Coastal Regional Commission grant award.

Other Alternatives:
N/A

Department Review: (list departments)
Effingham County Senior Citizens Center

Funding Source:
No cost share requirement

Attachments:
1. Coastal Regional Commission Award Letter
March 25, 2020

Thomas J. Kilmartin, Finance Director
Effingham County
601 North Laurel Street
Springfield, GA 31329

RE: Contract Amendment 2020-08.2

Dear Thomas,

Enclosed is the second contract amendment for FY 2020. This Amendment is a result of one time funding to support Emergency Home Delivered Meals.

For Effingham County this amendment has the following impact:

- Increase in Title III C2 Home Delivered meals funding in the amount of $6,000
- Decrease in Title III C1 Congregate meals funding in the amount of $6,000
- Increase in Title III C2 Emergency Home Delivered meals funding in the amount of $6,000

Please remember that this is ANNEX L to your contract, which shall contain this and all future correspondence regarding contract amendments. Each Annex L letter will, with your signature, indicate your receipt and acknowledgement of the most recent changes to your contract with the Coastal Regional Commission Area Agency on Aging. Please replace the previous versions with these documents in your FY2020 contract:

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

If you have any questions, please do not hesitate to contact Dionne Lovett at 912-437-0840.

Sincerely,

Allen Burns
CRC Executive Director

Annex L
After you have reviewed this amendment carefully, please sign both copies of this letter and other annexes where indicated, returning one copy to the CRC for our records. Please return all documents to this office no later than April 9, 2020.

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

CONTRACTOR EXECUTION:

Signature – Authorized Person

Typed Name and Title

CRC EXECUTION:

Signature – Executive Director

Allen Burns, Executive Director

Typed Name and Title

Typed Name of Agency

Date Signed

3-26-2020

Date Signed

Enclosures

CC: Dionne Lovett, Aging Services Director
    Lena Geiger, Finance Director
STATEMENT OF WORK

I. CONTRACTOR DATA

Contractor: PurFoods LLC
d/b/a Mom’s Meals

Physical Address: 3210 SE Corporate Woods Drive
Ankeny, Iowa 50021

Mailing Address: 3210 SE Corporate Woods Drive
Ankeny, Iowa 50021

Project: Delivery of Home Delivered Meals
In Glynn and McIntosh Counties, Georgia

Contract Period: July 1, 2019 through June 30, 2020

Legal Contact: Nathan J. Jensen,
Sr. Vice President of Sales and Business Development
3210 SE Corporate Woods Drive
Ankeny, Iowa 50021
(515) 963-0641
(666) 716-3257
(515) 266-6120 (FAX)

Financial Contact: Camie Kuennen, Director of Revenue Cycle Mngmt
3210 SE Corporate Woods Drive
Ankeny, Iowa 50021
(515) 963-0641
(666) 716-3257
(515) 266-6120 (FAX)

Programmatic Contact: John Phillips
3210 SE Corporate Woods Drive
Ankeny, Iowa 50021
(515) 963-0641
(888) 343-8020
(515) 266-6120 (FAX)
II. SUMMARY

A. Purpose of Project

The purpose of the project is to provide home delivered meals to eligible seniors residing in Glynn County and McIntosh County. Activities performed under this contract will be in compliance with all pertinent DHS DAS requirements, including procedural issuances, DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Section 304 related to nutrition service program guidelines and requirements), and any other current or forthcoming manual material or directives.

B. Program Objectives

The program objectives are as follows:

1. To serve 20,495 home delivered meals (units) in Glynn County annually
2. To serve 5,753 home delivered meals (units) in McIntosh County annually
3. To ensure the provision and documentation of nutrition education to home delivered meals participants at least monthly.

C. Population to be Served

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

Detailed eligibility requirements (and exceptions) are not outlined in this Annex A. However, details of eligibility and priority of services for congregate and home delivered meals are outlined in Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services, Manual 5300 (Sections 304).

D. Service Area

The service area is all of Glynn and McIntosh Counties, Georgia.

E. Staffing Requirement

The contractor must employ at least one staff person to serve as the primary contact for program participants, case managers, and all other CRC staff working
on this project. This individual must be available at a minimum during normal business hours, Monday through Friday, 8:30 a.m. to 5p.m. CST. Contractor must provide a phone number and email address by which the primary contact can be reached during normal business hours. Contractor staff must demonstrate appropriate knowledge and skills to work with an elderly population, general ability to complete required fiscal and programmatic reports in an accurate and timely manner, and ability to gather and report required client data in the manner specified by the AAA and/or the Division of Aging Services.

F. Food Service and Delivery

Meals are prepared on a daily basis at the Mom’s Meals kitchen facility located in Grinnell, Iowa. All meals will be delivered by drivers directly to the client’s residence on a bi-weekly schedule. Delivery instructions regarding bringing meal coolers into the home and setting them near the refrigerator will be provided by the Contractor prior to delivery.

Provider shall use skilled staff and a registered dietician in the preparation of meal menus, and each meal will meet 1/3 of the Recommended Daily Allowance for seniors as established by the USDA. Contractor will prepare all meals based on the orders received from the client or the client’s representative or case manager. All meals will be packaged in a manner that guarantees they are kept at safe temperatures throughout shipment. All packaging materials, processes, and shipping materials are included in the unit cost provided by the Contractor in Appendix I of this contract.

Contractor staff must comply with all nutrition program standards for food handling, processing, temperatures, food safety, and sanitation. Individuals serving food must wear hairnets and gloves.

G. Required Service Days and Requests for Schedule Changes

Home delivered meals must be delivered bi-weekly, providing no less than 250 meals per year. Non-delivery due to holidays shall not exceed 10 days per contract year. There may be no deviations from this schedule unless approved by CRC AAA staff at least one week in advance. Contractor shall make arrangements for the provision of meals to program participants during weather-related or other states of emergency.

H. Gateway as Single Point of Entry

The Coastal Georgia Area Agency on Aging is the “Gateway,” or single point of entry for aging programs, including home delivered meals services. Clients admitted into the programs shall be screened and referred to the contractor by the AAA’s Gateway intake and screening staff via an electronic format. Contractor staff is responsible for submitting a completed client disposition form to the AAA Gateway within (5) five business days after receiving client referrals.
When the contractor receives inquiries about services or requests for Home Delivered Meals (HDM) services, the information must be forwarded to the AAA where Gateway staff will conduct telephone screening. In the event there is no waiting list for HDM, the AAA Gateway staff will conduct the telephone assessment and then forward all information to the Contractor so that services can be initiated.

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

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

Due to the distance of the contractor from the consumers it will serve in Glynn and McIntosh Counties, the CRC Area Agency on Aging and/or subcontractor will conduct client intake and perform initial and follow-up assessments. The CRC Area Agency on Aging will communicate individual client needs relative to nutrition to the contractor as needed.

The contractor is required to maintain records on each client they serve and will contain at a minimum the consumer’s name, address, contact information, emergency contact information, contact information for the CRC Agency on Aging or subcontractor’s staff assigned to said clients for telephone reassurance services, menus requested, dietary restrictions, and notations regarding all direct contacts between the contractor and the client, the client’s representative, or the CRC Area Agency on Aging.

Routine contacts, meal ordering and telephone reassurance for all clients receiving HDM from Mom’s Meals will be provided by the CRC Area Agency on Aging or designated subcontractor.

J. **Outreach Activities**

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

K. **Additional Contractor Staff Responsibilities**

In addition to contractor staff responsibilities specifically outlined in other sections of this Annex A, contractor staff must also:
a. Include nutrition and wellness education materials with meals delivered once each month. Topics will be selected with input from the CRC AAA Health and Wellness Coordinator. The content of all materials provided will not exceed an 8th grade reading level and will be printed in type not less than 14pt. Materials will not promote any product by brand name, nor will they include any language considered religious, demeaning, or profane. Contractor will provide copies of all materials distributed to clients to the AAA Wellness Coordinator monthly. (Materials can be included with monthly financial reports.)

b. Provide printed menus to all consumers with each shipment. Menus will be easy to read and in type not less than 14pt.

c. Complete program monitoring and evaluation (i.e., customer satisfaction) and document such evaluation. Contractor staff must submit an annual written report to the CRC by September 30th that summarizes evaluation findings, improvement goals, and an implementation plan.

d. Distribute satisfaction surveys to clients at least annually to determine clients level of satisfaction with the services rendered. A summary of these survey results shall be included in the contractor's annual report. (Surveying may be completed by case management provider agency.)

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

**L. Site Council**

A Site Council is not required under this contract.

**M. Availability of Technical Assistance**

The Coastal Regional Commission's AAA will provide guidance and technical assistance, as needed, to contractor staff. The AAA will also provide assistance in meeting nutrition education requirements.

**III. PROJECT MANAGEMENT**

**A. Program Management System**

Nathan J. Jensen, VP of Business Development for Mom’s Meals is responsible for the overall performance of the project.

**B. Financial Management System**
The contractor maintains financial records in accordance with generally accepted accounting principles. A copy of the annual financial report will be submitted to the Coastal Regional Commission. Complete supporting documentation is retained, including time sheets, benefits, travel expense reports, invoices, etc. Allowable costs and allocation of those costs are determined by state and federal regulations. All records relative to this program will be available to CRC staff (or the CRC’s auditor) during regular office hours.

C. **Invoicing (Monthly Reports) & Data Entry**

Payment for services rendered under this contract will be made on a unit cost basis. In keeping with generally accepted accounting principles, the contractor will invoice monthly, utilizing a monthly report form provided by the Coastal Regional Commission. The monthly report will be submitted to the CRC by the 7th working day of the month following the report month. The contractor will submit monthly home delivered logs prepared by the contractor to support the invoice (monthly report form). The monthly reports must be signed by the individual preparing the report and an authorized individual as identified below in Section IIIF of this Annex A. The CRC reserves the right to request other supporting documentation.

The contractor will utilize the Georgia Aging Information Management System (HARMONY) to enter data for all meals delivered to consumers in a timely manner. CRC AAA staff will provide instructions and technical assistance related to this activity.
D. Fund Source(s) and Match Requirements

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

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>CFDA #</th>
<th>Federal</th>
<th>State</th>
<th>Required Match</th>
<th>Program Income/Other Local Funds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITCO-Home Delivered Meals</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>NSIP-State Home Delivered Meal</td>
<td>N/A</td>
<td>2,482</td>
<td></td>
<td></td>
<td></td>
<td>2,482</td>
</tr>
<tr>
<td>CBS Home Delivered Meal</td>
<td>N/A</td>
<td>15,566</td>
<td></td>
<td></td>
<td></td>
<td>15,566</td>
</tr>
<tr>
<td>Title III C 2 Home Delivered</td>
<td>93.045</td>
<td>135,035</td>
<td>7,943</td>
<td>15,883</td>
<td></td>
<td>158,861</td>
</tr>
<tr>
<td>Meal</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$135,035</td>
<td>$25,991</td>
<td>$15,883</td>
<td>$0</td>
<td>$176,909</td>
</tr>
</tbody>
</table>

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

E. Budget

The total amount of this contract is $176,909 including local match, program income and other local funds.

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

- $6.74 for home delivered meals

Because the contractor is a vendor, the Uniform Cost Methodology Spreadsheet has not been used to establish this unit cost, and therefore, is not contained in Appendix H of this contract. The maximum amount paid to the contractor will be the total federal and state funds as specified in Section IIIID of this Annex A. No additional funds will be paid, regardless of the number of units provided. Additional costs are the responsibility of the contractor.

If the contract amount increases or decreases, a formal modification, signed by the CRC Executive Director, is required.
In order to minimize any likelihood that funds will lapse at the end of the contract period, if the Contractor provides a service in more than one county, it may elect to transfer funding from one county to another only in the fourth quarter, April 1 through June 30. The Contractor must notify the CRC Aging Fiscal Analyst for approval to shift any funds during this period.

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

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

Typed or Printed Name | Title | Signature
----------------------|-------|--------
Christy M. Carpenter  | Finance Director | 

Typed or Printed Name | Title | Signature
----------------------|-------|--------
Mark Barnes           | Deputy Finance Director | 

Typed or Printed Name | Title | Signature
----------------------|-------|--------
## COASTAL REGIONAL COMMISSION
### Revenue Plan and Units/Persons Allocations
#### FY2020 Planning 2020-1

<table>
<thead>
<tr>
<th>Provider Name: Mom's Meals</th>
<th>Revenue Plan and Local Funds Leveraged</th>
<th>Units</th>
<th>Persons</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Proposed County to be Served</strong></td>
<td><strong>Service Being Proposed</strong></td>
<td><strong>Name of Fund Source (Offeror must specify other fund sources)</strong></td>
<td><strong>Federal $ Allocation</strong></td>
<td><strong>State $ Allocation</strong></td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------------------------------</td>
<td>-------</td>
<td>---------</td>
<td>-----------</td>
</tr>
<tr>
<td>Glynn</td>
<td>Home Delivered Meals</td>
<td>CBS-HCBS</td>
<td>$0</td>
<td>$-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OAA Title III C2</td>
<td>$104,088</td>
<td>$6,123</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AoA NSIP (State)</td>
<td>$1,986</td>
<td>$1,986</td>
</tr>
<tr>
<td>TOTAL HDM Glynn County</td>
<td></td>
<td>$106,074</td>
<td>$22,309</td>
<td>$12,246</td>
</tr>
<tr>
<td>Mc Intosh</td>
<td>Home Delivered Meals</td>
<td>CBS-HCBS</td>
<td>$0</td>
<td>$-</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OAA Title III C2</td>
<td>$30,944</td>
<td>$1,820</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AoA NSIP (State)</td>
<td>$496</td>
<td>$496</td>
</tr>
<tr>
<td>TOTAL HDM McIntosh County</td>
<td></td>
<td>$30,944</td>
<td>$4,191</td>
<td>$3,640</td>
</tr>
</tbody>
</table>
Staff Report

Subject: CRC Contract Amendment 2020-08.2
Author: Christy Carpenter, Finance Director
Department: Finance
Meeting Date: 04-10-2020
Item Description: Consideration to approve CRC Contract Amendment 2020-08.2

Summary Recommendation:
Staff is requesting approval of CRC Contract amendment for the 2019/2020 budget.

CRC Contract Amendment 2020-08.2

Executive Summary/Background:
1. The County has an existing contract with the Coastal Regional Commission (CRC) to provide for congregate and home delivered meals for the fiscal year 2020.
2. The attached CRC contract amendment reallocates resources within the Coastal Region to meet the greatest need and increases the overall funding for Emergency Home Delivered Meals.
3. The contract amendment reflects a reallocation of $6,000 from Congregate Meals to Home Delivered Meals. It also increases funding of Home Delivered meals by an additional $6,000
4. The amendment is an overall increase of $6,000 to the budget for Home Delivered Meals.

Alternatives for Commission to Consider:
2. Provide staff with direction.

Recommended Alternative:
Staff recommends Alternative 1 – Approval of the CRC Contract Amendment 2020-08.2

Other Alternatives:
N/A

Department Review: Finance

Funding Source:
Increase will be funded from additional revenues from the CRC Contract Amendment

Attachments:
1. CRC Contract Amendment 2020-08.2
March 25, 2020

Thomas J. Kilmartin, Finance Director
Effingham County
601 North Laurel Street
Springfield, GA 31329

RE: Contract Amendment 2020-08.2

Dear Thomas,
Enclosed is the second contract amendment for FY 2020. This Amendment is a result of one time funding to support Emergency Home Delivered Meals.

For Effingham County this amendment has the following impact:

- Increase in Title III C2 Home Delivered meals funding in the amount of $6,000
- Decrease in Title III C1 Congregate meals funding in the amount of $6,000
- Increase in Title III C2 Emergency Home Delivered meals funding in the amount of $6,000

Please remember that this is ANNEX L to your contract, which shall contain this and all future correspondence regarding contract amendments. Each Annex L letter will, with your signature, indicate your receipt and acknowledgement of the most recent changes to your contract with the Coastal Regional Commission Area Agency on Aging. Please replace the previous versions with these documents in your FY2020 contract:

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

If you have any questions, please do not hesitate to contact Dionne Lovett at 912-437-0840.

Sincerely,

Allen Burns
CRC Executive Director
STATEMENT OF WORK

I. CONTRACTOR DATA

Contractor: Effingham County Commission

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

Contract Period: July 1, 2019 through June 30, 2020

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

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

Financial Contact: Thomas J. Kilmartin, Finance Director
601 North Laurel St.
Springfield, GA 31329
(912) 754-8011
(912) 754-6097 (FAX)

Programmatic Contact: Margaret Moore
Effingham County Senior Center
128 New Stillwell Road
Springfield, GA 31329
(912) 754-2138
(912) 754-2152 (FAX)
II. SUMMARY

A. Purpose of Project

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

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

B. Program Objectives

The program objectives are as follows:

1. To operate a senior center in Effingham County, including delivery of home delivered meals, for a minimum of 250 days per year, with a maximum of ten (10) holidays to be observed on dates approved by the Coastal Georgia Area Agency on Aging (AAA)

2. To operate a senior center for a minimum of six hours per day (8 a.m. to 2 p.m.)

3. To serve 9,752 congregate meals, a minimum of 5,000 congregate meals (units) at the center annually

4. To serve an average of at least 20 congregate meals/participants at each center daily with an overall goal of serving an average of 30+ clients daily.

5. To offer a minimum of two hours per day of planned activities with an overall goal to provide four or more hours of planned activities daily. These activities are in addition to nutrition education services, but may include recreation, exercise, health promotion/wellness, and medication management activities.

6. To offer planned activities in honor of planned activities in recognition of national observances relevant to older adults, (i.e. Older Americans Month, World Elder Abuse Awareness Day, and Alzheimer’s Awareness Month).
After you have reviewed this amendment carefully, please sign both copies of this letter and other annexes where indicated, returning one copy to the CRC for our records. Please return all documents to this office no later than April 9, 2020.

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

CONTRACTOR EXECUTION:

Signature – Authorized Person

Typed Name and Title

CRC EXECUTION:

Signature – Executive Director

Allen Burns, Executive Director

Typed Name and Title

Signature – Chair, CRC Council

Allen Brown, Chair CRC Council

Typed Name and Title

Date Signed

3-26-2020

Date Signed

Enclosures

CC: Dionne Lovett, Aging Services Director
Lena Geiger, Finance Director
7. To ensure the provision of at least one health promotion/wellness activity per month at the senior center. Health promotion/wellness activities include presentations regarding breast cancer, heart disease, diabetes, etc.

8. To ensure the provision of at least four medication management activities annually at the senior center. Medication management activities include “brown bag” seminars, GeorgiaCares presentations, pharmacists as guest speakers, etc.

9. To ensure the provision of a nutrition education session at least once monthly at the senior center. Each nutrition education session must last at least 15 minutes.

10. To ensure the provision of at least two exercise/physical fitness activities per week at the senior center. Physical fitness activities include walking, chair exercises, thera-band exercises, etc.

11. To ensure the provision of at least ten recreation activities per month at the senior center. Recreation activities include sports, the performing arts, games, and crafts, which are facilitated by the site manager or another instructor/provider. Each recreation activity must last at least 30 minutes.

12. To ensure the provision and documentation of quarterly fire drills and annual tornado drills at the center

13. To serve 140,642 home delivered meals (units) in Effingham County annually.

14. To ensure the provision and documentation of nutrition education to home delivered meals participants at least monthly

C. Population to be Served

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

Detailed eligibility requirements (and exceptions) are not outlined in this Annex A. However, details of eligibility and priority of services for congregate and home delivered meals are outlined in Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services (Sections 304 and 304).
Centers must be safe and accessible for all eligible individuals and comply with the Americans with Disabilities Act requirements, relating to access, and any other relevant DAS standards or program requirements. (Requirements regarding safety and accessibility are outlined in Section 206.5.2 of the Georgia DHS DAS Requirements for Non-Medicaid Home and Community Based Services.)

D. **Service Area**

The service area is Effingham County, Georgia.

E. **Staffing Requirement**

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

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

F. **Food Service and Delivery**

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

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

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

G. Required Service Days and Requests for Schedule Changes

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

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

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

H. Gateway as Single Point of Entry

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

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

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

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

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

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

J. **Outreach Activities**

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

K. **Additional Contractor Staff Responsibilities**

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

a. Solicit volunteers, as needed, to assist with operation of the senior center, provision of congregate meals and services, and delivery of home delivered meals. (Volunteer time may be utilized as in-kind local match.)

b. Attend and participate in quarterly training and menu planning meetings conducted by the AAA.

c. Maintain detailed and diverse calendar of activities. While the AAA recognizes that planned activities may change during any given month, the contractor shall submit said calendars to the AAA for review monthly, at least five (5) business days before the month begins.

d. Complete program monitoring and evaluation (i.e., customer satisfaction) and document such evaluation. Contractor staff must submit an annual written report that summarizes evaluation findings, improvement goals, and an implementation plan.

e. Attend training sessions scheduled by the AAA or the Division of Aging Services

f. Assisting Coastal Georgia Area Agency on Aging staff with the maintenance of an up-to-date waiting list of potential congregate and home delivered meals participants
g. Utilize a meal reservation system to ensure that wasted congregate and home delivered meals are kept at a minimum.

h. Maintain at least one computer station for site manager and program participant use. Site manager shall maintain an active email account.

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

L. Site Council

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

M. Availability of Technical Assistance

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

III. PROJECT MANAGEMENT

A. Program Management System

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

B. Financial Management System

The contractor maintains financial records in accordance with generally accepted accounting principles. The scope of their annual audit includes Generally Accepted Auditing Standards, Government Auditing Standards, and OMB Circular A-133. A copy of the annual audit will be submitted to the Coastal Regional Commission.
Complete supporting documentation is retained, including time sheets, benefits, travel expense reports, invoices, etc. Allowable costs and allocation of those costs are determined by state and federal regulations. All records relative to this program will be available to CRC staff (or the CRC's auditor) during regular office hours.

C. Invoicing (Monthly Reports)

Payment for services rendered under this contract will be made on a unit cost basis. In keeping with generally accepted accounting principles, the contractor will invoice monthly, utilizing a monthly report form provided by the Coastal Regional Commission. The monthly report will be submitted to the CRC by the 7th working day of the month following the report month. The contractor will submit monthly congregate and home delivered logs prepared by the senior center director/site manager or his/her designee to support the invoice (monthly report form). The monthly reports must be signed by the individual preparing the report (usually the site manager) and an authorized individual as identified below in Section IIIF of this Annex A. The CRC reserves the right to request other supporting documentation.

D. Fund Source(s) and Match Requirements

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

<table>
<thead>
<tr>
<th>Fund Source</th>
<th>CFDA #</th>
<th>Federal</th>
<th>State</th>
<th>Required Match</th>
<th>Program Income/Other Local Funds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>NSIP State Congregate Meal</td>
<td>N/A</td>
<td>$ -</td>
<td>$13,734</td>
<td>$ -</td>
<td>$0</td>
<td>$13,734</td>
</tr>
<tr>
<td>Title III C1 Congregate Meal</td>
<td>93.045</td>
<td>$51,864</td>
<td>$3,051</td>
<td>$6,101</td>
<td>0</td>
<td>$61,016</td>
</tr>
<tr>
<td>Emergency HDM</td>
<td>N/A</td>
<td>$5,100</td>
<td>$300</td>
<td>$600</td>
<td></td>
<td>$6,000</td>
</tr>
<tr>
<td>CBS Congregate Meal</td>
<td>N/A</td>
<td>$ -</td>
<td>$9,130</td>
<td>$ -</td>
<td></td>
<td>$9,130</td>
</tr>
<tr>
<td>Effingham Congregate Meal</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td>5,200</td>
<td>$5,200</td>
</tr>
<tr>
<td>NSIP State Home Delivered Meal</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td>$17,743</td>
<td>$17,743</td>
</tr>
<tr>
<td>CBS Home Delivered Meal</td>
<td>N/A</td>
<td>$ -</td>
<td>$11,701</td>
<td>$ -</td>
<td>0</td>
<td>$11,701</td>
</tr>
<tr>
<td>Title III C 2 Home Delivered Meal</td>
<td>93.045</td>
<td>$73,863</td>
<td>$4,345</td>
<td>$8,690</td>
<td>5,900</td>
<td>$92,798</td>
</tr>
<tr>
<td>Other Effingham County</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>16,400</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$130,827</td>
<td>$60,004</td>
<td>$15,391</td>
<td>$29,500</td>
<td>$235,722</td>
</tr>
</tbody>
</table>

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

E. Budget

The total amount of this contract is $235,722 including local match, program income and other local funds.

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

- $9.75 for congregate meals
- $9.84 for home delivered meals

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

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

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

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

[Signature]
Typed or Printed Name
Title

[Signature]
Typed or Printed Name
Title

[Signature]
Typed or Printed Name
Title
<table>
<thead>
<tr>
<th>Provider Name: Effingham County</th>
<th>Revenue Plan and Local Funds Leveraged</th>
<th>Units</th>
<th>Persons</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed County to be Served</td>
<td>Service Being Proposed (check all that apply)</td>
<td>Name of Fund Source (Offerer must specify other fund sources)</td>
<td>Federal $ Allocation</td>
<td>State $ Allocation</td>
</tr>
<tr>
<td>Effingham</td>
<td>Congregate Meals</td>
<td>NSIP - State</td>
<td>$ -</td>
<td>$ 13,734</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OAA Title III C1</td>
<td>$ 51,864</td>
<td>$ 3,051</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Emergency HDM</td>
<td>$ 5,100</td>
<td>$ 300</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CBS-HC3S</td>
<td>$ 9,130</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Effingham County</td>
<td>$ -</td>
<td>$ 5,200</td>
</tr>
<tr>
<td></td>
<td>Total CM Effingham County</td>
<td>$ 56,964</td>
<td>$ 26,215</td>
<td>$ 6,701</td>
</tr>
<tr>
<td>Effingham</td>
<td>Home Delivered Meals</td>
<td>OAA Title III C2</td>
<td>$ 73,853</td>
<td>$ 4,345</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NSIP - State</td>
<td>$ 17,743</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Effingham County</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td></td>
<td>Total HDM Effingham County</td>
<td>$ 73,853</td>
<td>$ 33,789</td>
<td>$ 8,690</td>
</tr>
</tbody>
</table>
Staff Report

Subject: FY20 Budget Amendment  
Author: Christy Carpenter, Finance Director  
Department: Finance  
Meeting Date: 04-10-2020  
Item Description: Consideration to approve an amendment to FY2019-2020

Summary Recommendation: 
Staff is requesting approval of an amendment to the FY2019-2020 budget

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

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

The budget amendment attached reflects the following changes:

1. Senior Center Congregate Meals
   a. Budget Reduction - $6,000 per Contract Amendment 2020-08.2
2. Senior Center Home Delivered Meals
   a. Budget Increase - $12,000 per contract Amendment 2020-08.2
3. Family Connection
   a. Budget Increase – $2,000 per Budget Restoration Order
4. Parks and Landscape
   a. Reallocation to fund pond irrigation system

Alternatives for Commission to Consider:
1. Approve the budget amendment for 2019-2020  
2. Provide Staff with Direction

Recommended Alternative: 
Staff recommends Alternative number 1 – Approval of the FY20 Budget Amendment

Other Alternatives: N/A

Department Review: Finance

Funding Source: Senior Center Meals – increase funded from additional revenues from the CRC  
Family Connection – increase funded from State Budget Restoration  
Parks and Landscape – n/a

Attachments: 
1. 2019-2020 Budget Amendment Resolution  
2. CRC Contact Amendment 2020-08.2  
3. GA-DHS – Amendment #2 Budget Restoration
RESOLUTION TO AMEND THE FY2019-2020 BUDGET

WHEREAS, the FY 2019-2020 budget of Effingham County was adopted on June 4th, 2019 and; WHEREAS, it is necessary to further amend said budget to reflect desired changes and; NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County Effingham, Georgia that the following amendment be made:

<table>
<thead>
<tr>
<th>DEPT</th>
<th>TRAVEL AND OTHER AMEND</th>
<th>ACCT NO.</th>
<th>AMOUNT</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>032</td>
<td>Sr. Center Meals</td>
<td>100-33-1111</td>
<td>6,000.00</td>
<td>To decrease budget per FY20 Contract amendment 2020-08.2</td>
</tr>
<tr>
<td>032</td>
<td>Sr. Center Meals</td>
<td>10-5520-032-53-1602</td>
<td>-6,000.00</td>
<td>To decrease budget per FY20 Contract amendment 2020-08.2</td>
</tr>
<tr>
<td>033</td>
<td>Sr. Center Meals</td>
<td>100-33-1113</td>
<td>-6,000.00</td>
<td>To increase budget per Contract Amendment 2019-08.2</td>
</tr>
<tr>
<td>033</td>
<td>Sr. Center Meals</td>
<td>100-33-1127</td>
<td>-6,000.00</td>
<td>To increase budget per Contract Amendment 2019-08.2</td>
</tr>
<tr>
<td>033</td>
<td>Sr. Center Meals</td>
<td>100-5510-033-53-1301</td>
<td>12,000.00</td>
<td>To increase budget per Contract Amendment 2019-08.2</td>
</tr>
<tr>
<td>040</td>
<td>Family Connection</td>
<td>100-5506-040-52-1101</td>
<td>2,000</td>
<td>Budget Restoration FY20 contract</td>
</tr>
<tr>
<td>040</td>
<td>Family Connection</td>
<td>100-33-4120</td>
<td>-2,000</td>
<td>Budget Restoration FY20 contract</td>
</tr>
<tr>
<td>30</td>
<td>Parks &amp; Landscape</td>
<td>270-6220-030-53-1102</td>
<td>-17,000</td>
<td>Reallocation for Pond Irrigation</td>
</tr>
<tr>
<td>30</td>
<td>Parks &amp; Landscape</td>
<td>270-6220-030-54-2502</td>
<td>17,000</td>
<td>Reallocation for Pond Irrigation</td>
</tr>
</tbody>
</table>

The amendment is to adjust revenues and expenses for Departments 32, 33, 40 and 30. This a decrease to Congregate Meals and an increase to Home Delivered Meals in accordance with the FY20 CRC Contract Amendment 2020-08.2; an increase to the Family Connection budget in accordance with the budget restoration order; and a re-allocation of Parks and Landscape budget for purchase of the pond irrigation system.

Approved this ____ day of ____________________ 2020.

Attest: ____________________________
Stephanie D. Johnson, County Clerk

_______________________________
Wesley M. Corbitt, Chairman
March 25, 2020

Thomas J. Kilmartin, Finance Director
Effingham County
601 North Laurel Street
Springfield, GA 31329

RE: Contract Amendment 2020-08.2

Dear Thomas,

Enclosed is the second contract amendment for FY 2020. This Amendment is a result of one time funding to support Emergency Home Delivered Meals.

For Effingham County this amendment has the following impact:

- Increase in Title III C2 Home Delivered meals funding in the amount of $6,000
- Decrease in Title III C1 Congregate meals funding in the amount of $6,000
- Increase in Title III C2 Emergency Home Delivered meals funding in the amount of $6,000

Please remember that this is ANNEX L to your contract, which shall contain this and all future correspondence regarding contract amendments. Each Annex L letter will, with your signature, indicate your receipt and acknowledgement of the most recent changes to your contract with the Coastal Regional Commission Area Agency on Aging. Please replace the previous versions with these documents in your FY2020 contract:

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

If you have any questions, please do not hesitate to contact Dionne Lovett at 912-437-0840.

Sincerely,

Allen Burns
CRC Executive Director

Annex L
March 23, 2020

Effingham County Board of Commissioners
County Government
601 North Laurel Street
Springfield, GA 31329-6816

RE: Amendment # 2 to State Fiscal Year (SFY) 2020 DHS Family Connection Contract #42700-93-202000003
$2,000.00 Budget Restoration to SFY 2020 Contract Amount

Dear Wesley Corbitt:

O.C.G.A. § 45-12-85(b) provides authority for the Office of Planning and Budget to review and alter the Department’s annual budget allotments. It reads:

(b) The Governor through the Office of Planning and Budget shall seek to effect economy, efficiency, decentralization of state government, and sound fiscal management in reviewing budget allotment requests and may make such changes to the budget allotment requests to meet these goals and objectives and which are consistent with and subject to the method and provisions contained in the General Appropriations Act. Upon determination that the requested budget allotment conforms with the approved work program and meets the above-mentioned goals and objectives, the Governor shall execute his or her warrant on the treasury for the funds included in the approved budget allotment. Notwithstanding any authorization for expenditure included in an appropriations Act, all appropriations in excess of the approved budget allotments for the budget year, as determined by the Office of Planning and Budget, shall cease to be an obligation of the state. The Office of Planning and Budget shall notify the House Budget and Research Office and the Senate Budget and Evaluation Office of any such actions with appropriate supporting information.

Pursuant to this statute, the Governor’s Office of Planning and Budget previously directed that each Department submit an Amended SFY 2020 Budget which included a 4% state general funds reduction from the amount appropriated for SFY 2020 (HB 31). Paragraph #107-B of your organization’s contract contemplates a situation such as this occurring and provides that the Department can make financial and other adjustments to the contract.
Based upon the terms of the budget reduction and pursuant to your organization’s contract, the Department made a financial adjustment to the contract amount and notified you accordingly. Effective October 1, 2019, the amount reflected in paragraph 301 of the above-referenced contract was reduced by $2,000.00. Subsequently, the Governor’s Office of Planning and Budget’s amended budget restored the 4% in state general funds for your program.

Accordingly, you are hereby notified that the contract, at Section III, PARA #301 Department Payment to Contractor, is hereby amended as follows:

**AS READS**

**SECTION III:**
**PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:**

The total approved budget for this Contract is $48,000.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed $48,000.00.

*This notice serves as the amendment to the referenced SFY 2020 contract.* No additional action is required by the contractor or the Family Connection collaborative. **Please be aware that the maximum amount of the reimbursement to be paid under the terms of the referenced SFY 2020 contract will not exceed $48,000.00.**

**IS AMENDED TO READ**

**SECTION III:**
**PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:**

The total approved budget for this Contract is $50,000.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed $50,000.00.

*This notice serves as the Amendment #2 to the referenced SFY 2020 contract.* No additional action is required by the contractor or the Family Connection collaborative.

If you need additional information, please contact Linda Lunsford, the Family Connection Contract Manager, at (404) 527-7394.

Sincerely,

Robyn A. Crittenden, Commissioner

cc: David Rose
Elaine Spencer
Staff Report

Subject: Indigo Road Time Extension
Author: EOM Operations
Department: Engineering
Meeting Date: April 10, 2020

Item Description: Approve the extension of time for weather delays for a new substantial completion date of March 19, 2020.

Summary Recommendation: The FDR portion of the Indigo Road project can only be performed during a 5 day period of no rainfall and above freezing for a 24-36 hour period. This process was delayed due to weather days during the months of December, January, February and March. A new completion date should be March 19, 2020.

Executive Summary/Background: In November 2019, the Board of Commissioners approved a contract for a test road reclamation and resurfacing project for approximately 1 mile of Indigo Road.
1. The contract had a completion time of 60 days after the Notice to Proceed is issued.
2. The Notice to Proceed was not executed and submitted until November 26th, 2019, resulting in an original completion date of January 25, 2020.
3. The FDR process must be performed during dry weather conditions with an installation and curing time of at least 5 days and above freezing for a 24-36 hour period.
4. As a result of the weather limitations, there were 50 weather days in December, January, February and March. EOM documented these weather delays.
5. The Contractor reported a completion date of March 21, 2020.

Alternatives for Commission to Consider
1. Approve the extension of time for weather delays for a new substantial completion date of March 19, 2020.
2. Do not approve alternate #1 and keep the completion date of January 25, 2020. The Board of Commissioners will need to determine if liquidated damages should be applied.

Recommended Alternative:
Approve Alternative #1, the extension of time for weather delays for a new substantial completion date of March 19, 2020.

Other Alternatives:
Do not approve alternative.

Department Review: Engineering, Finance

Funding Source: No additional Funds needed.

Attachments: Change Order
Change Order # 1

Project: INDIGO ROAD FULL DEPTH RECLAMATION

Contract Date: November 26, 2019

Change Order Effective Date: March 19, 2020

Change Order Issued to: UHK, LLC
725 Main Street
Blackshear, GA 31516

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>BID QTY</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>50 DAY EXTENSION TO CONTRACT COMPLETION DATE TO 03/19/2020</td>
<td>N/A</td>
<td>M/A</td>
<td>EXTENSION ONLY – NO VALUE</td>
<td>EXTENSION ONLY – NO VALUE</td>
</tr>
</tbody>
</table>

The original Contract Sum was..............................................................$ 593,269.59___

Net change by previously authorized Change Orders..............................$ 0.00_________

The Contract Sum prior to this Change Order was...............................$ 593,269.59____

The Contract Sum will be increased by this Change Order....................$ N/A 50 day extension

The new Contract Sum including this Change Order will be.....................$ 593,269.59____

The Contract Time will be increased by 50 days

The Time allowed for completion is therefore March 19, 2020

Owner
Effingham County Board of Commissioners
601 N. Laurel Street
Springfield, GA 31329

Contractor
UHK, LLC
725 Main Street
Blackshear, GA 31516

By: ________________________________  By: ________________________________

Date: ______________________________  Date: ______________________________