1. May 4, 2021 Work Session Agenda
   Documents:
   
   05042021 WORK SESSION AGENDA.PDF

1.I. May 4, 2021 Work Session Final Agenda
   Documents:
   
   05042021 WORK SESSION AGENDA.DOCX_FINAL.PDF

2. May 4, 2021 Meeting Agenda
   Documents:
   
   0-05042021 AGENDA.PDF

2.I. May 4, 2021 Final Agenda
   Documents:
   
   05042021 AGENDA.DOCX_FINAL.PDF

3. May 4, 2021 Agenda Material
   Documents:
   
   05042021 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.

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Members Present:

Wesley Corbitt – arrived @ 3:52 pm  
Forrest Floyd  
Roger Burdette  
Jamie Deloach  
Reginald Loper  
Phil Kieffer
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**07 Policy 2021-207**  
Consideration to approve to revise and publish 6.08 – Personal Appearance of the Effingham County Human Resources Standards of Practice

### IX New Business

**01 Resolution Vicki Dunn 2021-208**  
Consideration to approve Resolution# 021-030 authorizing Volunteers and Elected Officials to be covered by the ACCG-Group Self Insurance Worker’s Compensation Fund and for other purposes

**02 Policy Vicki Dunn 2021-209**  
Consideration to approve and publish 2.26-Diversity, Equity and Inclusion Policy to the Effingham County Human Resources Standards of Practice

**03 Budget Resolution Christy Carpenter 2021-210**  
Consideration to approve Resolution# 021-031 to amend the Fiscal Year 2020-2021 Budget

**04 MOU Alison Bruton 2021-211**  
Consideration to approve a Memorandum of Understanding between Effingham County and Georgia Hi-Lo Trail, Inc. related to the Georgia Hi-Lo Trail Comprehensive Masterplan

**05 Contract Alison Bruton 2021-212**  
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Consideration to approve Contract 21-105-004 with Southern Civil, LLC for the Hodgeville Booster Pump Station Construction

**07 Meeting Stephanie Johnson 2021-214**  
Consideration to approve to cancel the July 6, 2021 Board of Commissioners Meeting

**X Reports from Commissioners & Administrative Staff**
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<td></td>
<td>Chairman</td>
</tr>
<tr>
<td>III Pledge to the American Flag</td>
<td>Consideration of a Resolution to approve the agenda</td>
<td>Approved as read (referenced NB Item# 9-14 from the 04/20/2021 meeting to be withdrawn from the 05/18/2021)</td>
<td>Sounded in unison</td>
</tr>
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<td>Description</td>
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<td>IX</td>
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<td>Resolution</td>
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## EFFINGHAM COUNTY BOARD OF COMMISSIONERS
### (FINAL) MEETING AGENDA

**Effingham County Administrative Complex**

601 North Laurel Street, Springfield GA 31329

**May 4, 2021 – 5:00 PM**

Also aired via Zoom Meeting

https://zoom.us/j/98715219287?pwd=ZHBJOFmVXJaKo0vakJVbXN6L3ITZz09

Meeting ID: 987 1521 9287

Dial 1-929-436-2866  Access Code – 901128

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<table>
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<tr>
<th>07 Meeting</th>
<th>Consideration to approve to cancel the July 6, 2021 Board of Commissioners Meeting</th>
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</table>
| X Reports from Commissioners & Administrative Staff | | T. Callanan  
Comm. Loper  
Comm. Floyd  
Chair Corbitt |
| XI Executive Session | Discussion of Personnel, Property and Pending Litigation | No executive session was held |
| XII Executive Session Minutes | Consideration to approve the April 20, 2021 Executive Session minutes | Approved as read |
| XIII Adjournment | | 5:45 pm |

---

**Members Present:**

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

Subject: Annual renewal of Accountability Court Agreement (Mental Health/Drug Court).
Author: Alison Bruton, Purchasing Agent
Department: Purchasing
Meeting Date: 05-04-2021
Item Description: Accountability Court Renewal

Summary Recommendation: Approval to renew

Executive Summary/Background:
- The Board has an Intergovernmental Agreement in place with the Ogeechee Judicial Circuit Accountability Court. The Accountability Court is a combined Drug and Mental Health Treatment Court. Ogeechee Judicial Circuit Superior Court Judge Michael T. Muldrew has previously stated that the Accountability Court is growing rapidly and lives are being positively impacted through the support of the Board of Commissioners through this agreement.
- The County has a considerable amount of criminal offenders that have drug and mental health issues.
- This court is attempting to achieve a reduction in recidivism as well as offering real help to mentally ill offenders in criminal cases, which should increase the likelihood of successful rehabilitation of drug addicted criminals through early, continuous, and intense judicially supervised treatment options.
- This option and last chance court is not only good policy but good community service that can change lives.
- The cost to Effingham County for FY20 was $13,077.00, and year to date for FY21 is $5,047.83.
- The County attorney has previously reviewed and approved to form the intergovernmental agreement.

Alternatives for Commission to Consider
1. Approve renewal of agreement for FY22.
2. Do not approve renewal of agreement for FY22.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing
Funding Source: Included in current budget

Attachments: Accountability Court Agreement
INTERGOVERNMENTAL AGREEMENT FOR THE MENTAL HEALTH/DRUG COURT FOR THE OGEECHEE JUDICIAL CIRCUIT

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of the ___ day of ___, 20___ by and between BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA (hereinafter referred to as "Bulloch County"); EFFINGHAM COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA (hereinafter referred to as "Effingham County"); JENKINS COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BOARD OF COMMISSIONERS OF JENKINS COUNTY, GEORGIA (hereinafter referred to as "Jenkins County"); SCREVEN COUNTY, a political subdivision of the State of Georgia acting by and through its governing authority, the BOARD OF COMMISSIONERS OF SCREVEN COUNTY, GEORGIA (hereinafter referred to as "Screven County"); and the SUPERIOR COURTS OF THE OGEECHEE JUDICIAL CIRCUIT (hereinafter collectively referred to as the "Court").

WITNESSETH:

WHEREAS, all of the above parties are concerned about the impact of mental health in the criminal justice system and the frequency of illegal drug use and the related criminal activity which is occurring in our local communities; and

WHEREAS, all of the above parties have declared that pro-active intervention is an appropriate recognized means of curtailing the problem of related mental health impacts and drug abuse in our local communities and criminal justice systems; and

WHEREAS, O.C.G.A. § 15-1-15 provides that any court that has jurisdiction over any criminal case which arises from the use, sale, possession, delivery, distribution, purchase, or manufacture of a controlled substance, noncontrolled substance, dangerous drug, or other drug may establish a drug court division to provide an alternative to the traditional judicial system for disposition of such cases; and

WHEREAS, O.C.G.A. § 15-1-16 provides that to achieve a reduction in recidivism and symptoms of mental illness among mentally ill offenders in criminal cases and to increase their likelihood of successful rehabilitation through early, continuous, and intense judicially supervised treatment, any court that has jurisdiction over a criminal case in which a defendant has a mental illness or developmental disability, or a co-occurring mental illness and substance abuse disorder, may establish a mental health court division to provide an alternative to the traditional judicial system for disposition of such cases; and

WHEREAS, pursuant to O.C.G.A. §§ 15-1-15 and 15-1-16 the Court has established a Drug and Mental Health Court Division (hereinafter referred to as the "Drug/Mental Health Court") for the Superior Courts in the Ogeechee Judicial Circuit; and
WHEREAS, Bulloch County, as subgrantee, has requested and received One Hundred Sixty-Six Thousand Six Hundred and Forty-Seven and 00/100 Dollars ($166,647.00) in State Fiscal Year (hereinafter referred to as “SFY”) 2019 for the operation of the Drug/Mental Health Court pursuant to Grant Number #J-19-8-057 from the Georgia Criminal Justice Coordinating Council; and

WHEREAS, Grant Number #J-19-8-057 from the Georgia Criminal Justice Coordinating Council requires a cash match of ten percent (10%) in the amount of Eighteen Thousand Five Hundred Sixteen and 00/100 Dollars ($18,516.00) out of a cumulative grant budget of One Hundred Eighty-Five Thousand One Hundred Sixty-Three and 00/100 Dollars ($185,163.00); and

WHEREAS, Bulloch County as subgrantee has requested supplemental grant funding in the amount of Forty Thousand Three Hundred Twenty-Six and 00/100 Dollars ($40,326.00) in SFY 2019 for expanding the operation of the Drug/Mental Health Court to Effingham County, Jenkins County and Screven County, with the award yet to be determined by the Georgia Criminal Justice Coordinating Council; and

WHEREAS, the yet-to-be determined grant award from the Georgia Criminal Justice Coordinating Council requires a cash match of ten percent (10%) in the amount of Four Thousand Four Hundred Eighty and 00/100 Dollars ($4,480.00) out of a cumulative grant budget of Forty-Four Thousand Eight Hundred Six and 00/100 Dollars ($44,806.00); and

WHEREAS, all of the parties desire to participate in the funding and operation of the Drug/Mental Health Court on the terms and conditions set forth herein; and

WHEREAS, all of the parties are authorized to enter into this Agreement in accordance with the provisions of Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bulloch County, Effingham County, Jenkins County, and Screven County hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 “Council of Accountability Court Judges” (hereinafter referred to as “CACJ”) means the council established pursuant to O.C.G.A. § 15-1-18.

1.2 “Criminal Justice Coordinating Council” (hereinafter referred to as “CJCC”) means the council established pursuant to O.C.G.A. § 35-6A-1 et seq.

1.3 “Drug/Mental Health Court Coordinator” means the person funded by the CJCC grant and employed by Bulloch County to provide non-judicial program oversight for the Drug/Mental Health Court and to adhere to CJCC/CACJ policies and procedures.
1.4 "Drug/Mental Health Court Judge" means the person responsible for the Drug/Mental Health Court.

1.5 "Fiscal Quarter" means each three-month period beginning on July 1, October 1, January 1 and April 1.

1.6 Ogeechee Judicial Circuit Mental Health/Drug Court (hereinafter referred to as "Drug/Mental Health Court") means that certain Drug/Mental Health Court division established pursuant to O.C.G.A. §§ 15-1-15 and 15-1-16 to provide an alternative sentencing program for eligible participants who have criminal charges relating to either drug use or possession or mental health issues under the jurisdiction of the Superior Courts of the Ogeechee Judicial Circuit operating in Bulloch County, Effingham County, Jenkins County, and Screven County, Georgia.

1.7 "Participant" means clients who are eligible to receive services from the Drug/Mental Health Court.

1.8 "Participant Agreement" means an agreement between a Participant and the Drug/Mental Health Court that requires the Participant to abide by certain terms and conditions to complete the program successfully.

1.9 "Service Provider" means entities who are qualified to provide services that are relevant and useful to Participants to successfully complete the Drug/Mental Health Court program.

1.10 "State Fiscal Year" means July 1 through June 30 on a recurrent basis.

ARTICLE II
SCOPE AND AUTHORITY

2.1 Court’s Duties and Obligations. Without in any way limiting the inherent authority of the Court over judicial proceedings and functions, the Court’s duties and obligations under this Agreement shall be as follows.


2.1.2 Assigning, as appropriate and at its discretion, judges to preside over cases involving the Drug/Mental Health Court, and serving as the final authority for adjudication and management of the Drug/Mental Health Court.

2.1.3 Determining the venue for adjudication of cases involving Participants in the Drug/Mental Health Court.
2.1.4. As appropriate or necessary, entering into contracts or memoranda of understanding with qualified Service Providers for Participant counseling, treatment or care.

2.2 **Bulloch County’s Duties and Obligations as Fiscal Agent.** Bulloch County shall act as the fiscal agent for the Drug/Mental Health Court and shall have the following duties and obligations with regard thereto.

2.2.1 Bulloch County shall be responsible for ongoing fiscal oversight and financial reporting of the Drug/Mental Health Court.

2.2.2 Bulloch County shall receive and be responsible for proper accounting, management, and expenditure of any funds received for operation of the Drug/Mental Health Court. Such funds may include but are not necessarily limited to: (i) any grant funds received from the Criminal Justice Coordinating Council; (ii) any funds received from Effingham County, Jenkins County, or Screven County pursuant to this Agreement; (iii) Participant fees; and (iv) funds from any other federal, state, local, or private sources that are restricted to or intended for operation of the Drug/Mental Health Court. Disbursement and allocation of funds shall be at the direction of the Drug/Mental Health Court Coordinator and/or Judge, and in accordance with CJCC and CACJ policies and procedures and the annual budget adopted by the governing authority of Bulloch County.

2.2.3 The Drug/Mental Health Court Coordinator and any other personnel serving under his or her supervision shall be employees of Bulloch County and shall be eligible for the same benefits and subject to the same personnel and other policies as all other Bulloch County employees. The Drug/Mental Health Court Coordinator shall be supervised, evaluated, disciplined, and/or terminated by the Drug/Mental Health Court Judge.

2.2.4 Bulloch County shall ensure that the Drug/Mental Health Court Coordinator prepares and submits all proposed annual plans, grant applications, requests for financial reimbursement, budget proposals, and amendments or modifications thereof for approval and authorization by the Court, Bulloch County, Effingham County, Jenkins County, Screven County, the Criminal Justice Coordinating Council, the Council of Accountability Court Judges, and/or other appropriate agencies.

2.2.5 Bulloch County shall develop and maintain financial accounts and records for the Drug/Mental Health Court according to the Uniform Chart of Accounts as administered by the Georgia Department of Community Affairs.

2.2.6 Bulloch County shall authorize and execute such contracts, expenditure authorizations, purchase orders and/or other financial documents as are necessary for the operation of the Drug/Mental Health Court, consistent with federal and
state laws, regulations or guidelines and with Bulloch County’s personnel, financial and administrative policies and procedures.

2.2.7 Title to all equipment and other personal property purchased, operated, and/or maintained with funds from grants, cash matches or other sources shall vest in Bulloch County and be used for Drug/Mental Health Court related purposes. If the Drug/Mental Health Court ceases operation, or if any such equipment or other personal property can no longer be used for its grant-funded purpose, the CJCC and CACJ will be informed of the available equipment and determine its future use to assure it is utilized in furtherance of the goals and objectives of the grant program and the State of Georgia. Bulloch County will execute a bill of sale or any other necessary documentation to convey title as directed by CJCC and/or CACJ. In the event that CJCC and/or CACJ has no use for the available equipment, Bulloch County may dispose of the equipment in accordance with its policies.

ARTICLE III
FUNDING AND COST REIMBURSEMENT

3.1 Duties and Obligations of Bulloch County, Effingham County, Jenkins County, and Screven County for Funding and Cost Reimbursement. Bulloch County, Effingham County, Jenkins County, and Screven County (the “Counties”) hereby agree to the following terms and conditions for funding and cost reimbursement for the Drug/Mental Health Court.

3.1.1 Matching cost requirements for grants awarded by the CJCC for the Drug/Mental Health Court, or any other grantor agency with similar requirements, shall be apportioned among the Counties by the population distribution of the most recent official decennial enumeration by the United States Census Bureau for Bulloch County, Effingham County, Jenkins County, and Screven County.

3.1.2 Direct expenses that are paid for by Bulloch County that support the Drug/Mental Health Court, but are not reimbursed by grant funds, including but not limited to personnel, liability insurance, utilities, office space, cell phones or allowances, information technology services and maintenance, and/or furniture, fixtures or equipment as identified in Bulloch County’s annual General Appropriations Budget, shall be apportioned among the Counties by the population distribution of the most recent official decennial enumeration by the United States Census Bureau for Bulloch County, Effingham County, Jenkins County, and Screven County.

3.1.3 While the percentage distribution may change in the future, the parties acknowledge that for the fiscal year ending June 30, 2019, the population distribution of the most recent official decennial enumeration by the United States Census Bureau results in the following percentages for the financial obligations in
Sections 3.1.1 and 3.1.2: Bulloch County – 47%; Effingham County – 38%; Jenkins County – 6%; and Screven County – 9%.

3.1.4. Any Participant fees assessed by the Court for participation in the Drug/Mental Health Court shall be transmitted to Bulloch County and deposited into a restricted fund, and shall only be expended for non-personnel costs for the sole use and benefit of the Participants, including but not necessarily limited to educational and training materials, care and treatment, transportation to receive services, drug testing expenses, and counseling services. Participant Agreements shall include a certification that such fees are for a legitimate expense for the use and/or benefit of the Participants. Bulloch County shall not be obligated to reduce or credit such expenses toward matching cost requirements for grants, referenced in Section 3.1.1, or for other direct expenses referenced in Section 3.1.2 of this Article.

3.1.5. Bulloch County shall submit requests for reimbursement pursuant to Sections 3.1.1 and 3.1.2 to Effingham County, Jenkins County, and Screven County on a quarterly basis within twenty (20) calendar days of the close of each Fiscal Quarter. Such requests for reimbursement will include the amount due from each county with supporting documentation including revenue and expense reports with cash balances for fees from Participants.

3.1.6. Effingham County, Jenkins County and Screven County shall then have twenty-five (25) calendar days upon the receipt of the reimbursement request to tender appropriate funds to Bulloch County.

ARTICLE IV
TERM AND TERMINATION

4.1 Initial Term and Automatic Renewal. The initial term of this Agreement shall be for one year commencing on July 1, 2018 and ending on June 30, 2019. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing each July 1 unless any of the parties notifies the other parties of its intention not to renew at least ninety (90) days prior to the expiration of the then-current term.

4.2 Termination. Notwithstanding the provisions of Section 4.1, any party may terminate this Agreement at any time upon providing at least ninety (90) days’ notice to the other parties.

4.3 Survival of Accrued Financial Obligations. Any financial obligations of the parties pursuant to this Agreement that have accrued upon termination or nonrenewal of this Agreement shall survive such termination or nonrenewal and shall be promptly paid.

ARTICLE V
MISCELLANEOUS PROVISIONS
5.1 **Default or Breach; Dispute Resolution; Remedies.**

5.1.1 In the event that any party to this Agreement alleges that any other party is in default or breach of any of the terms, conditions or covenants of this Agreement, the party alleging default or breach may give the other party written notice that specifies the alleged default or breach. The party alleging default or breach shall also send a copy of such notice to the other parties that are not alleged to be in default or breach. The party allegedly in default or breach shall have thirty (30) days to cure the alleged default or breach before the other party may pursue dispute resolution as set forth herein.

5.1.2 In the event the party allegedly in default or breach of this Agreement fails to cure the alleged default or breach within thirty (30) days after receiving written notice of same, the party alleging default or breach may send a written demand for mediation to the party allegedly in default or breach. The party alleging default or breach shall also send a copy of such written demand to the other parties that are not alleged to be in default or breach. The parties agree that in the event one party makes a written demand for mediation upon another party in accordance with the provisions of this Agreement, all parties shall participate in good faith in such mediation in an attempt to resolve their dispute or disputes. The parties further agree to share equally the cost of such mediation. Participation in such mediation shall be a condition precedent to the initiation of litigation pursuant to Section 5.1.3.

5.1.3 In the event the parties cannot resolve their dispute or disputes through mediation, any party alleging a default or breach of this Agreement by any other party may pursue litigation against the other party, and the other parties shall join the litigation if they are deemed necessary parties. The parties agree that jurisdiction and venue for any litigation initiated pursuant to this Agreement shall exclusively be in the Superior Court of Bulloch County, Georgia. The parties also consent to the assignment of a judge from outside the Ogeechee Judicial Circuit for such litigation to avoid any real or perceived conflict of interest. The parties further agree that, in addition to any other legal or equitable remedies, the prevailing party or parties may recover attorneys’ fees and court costs from the non-prevailing party or parties.

5.1.4 The rights and remedies provided in this Agreement are cumulative and not exclusive and are in addition to any other rights and remedies the parties may have at law or equity.

5.2 **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto and all understandings, representations, and agreements between them. Each party warrants to the other that no agent, officer, employee, attorney or other representative of any party has made any representation or statement, nor are there any other agreements or understandings between or among any of the parties or their representatives, upon which any party relies that are not expressed and set forth in writing herein. Any prior
agreements between the parties involving the subject matter of this Agreement are superseded in their entirety by this Agreement.

5.3 **Notices: Other Documents.**

5.3.1 Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests or other communications hereunder shall be in writing and shall be deemed as given (i) when the writing is delivered in person; (ii) one business day after being sent by reputable overnight registered delivery service, charges prepaid; or (iii) three business days after being sent by certified mail with sufficient postage affixed thereon, to any of the parties at the addresses shown below, or at such other addresses as may be furnished by the parties from time to time:

If to Bulloch County:

Thomas M. Couch, County Manager (or the then-current County Manager)
115 North Main Street
Statesboro, Georgia 30458
Phone: (912) 764-6245

If to Effingham County:

Chris Hutchings, Interim County Administrator (or then the current County Administrator)
601 North Laurel Street
Springfield, Georgia 31329
(912) 754-2123

If to Jenkins County:

Grady Saxon, County Manager (or then the current County Manager)
Post Office Box 797
Millen, Georgia 30442
(478) 982-2563

If to Screven County:

Rick Jordan, County Manager (or then the current County Manager)
Post Office Box 159
Sylvania, Georgia 30467
(912) 564-7535

If to The Ogeechee Judicial Circuit:

Michael T. Muldrew, Judge (or then the current Accountability Court Judge)
20 Siebald Street
Statesboro, Georgia 30458
(912) 764-9607
5.3.2 The parties shall execute such other and further documents as may be deemed necessary by either party to fulfill the intent of the parties to this Agreement.

5.4 **Time of the Essence.** Time is of the essence of each and every term, provision and covenant of this Agreement.

5.5 **Governing Law.** This Agreement is made and shall be construed under and in accordance with the laws of the State of Georgia.

5.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.

5.7 **Amendments.** This Agreement may only be amended, supplemented or otherwise modified by a document in writing duly executed and delivered with the same formality of this Agreement by all of the parties. No waiver, release or similar modification of this Agreement shall be established by conduct, custom, or course of dealing.

5.8 **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed under their respective seals as of the day and year first above written.

[SIGNATURES BEGIN ON NEXT PAGE]
I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

By: Roy Thompson, Chairman

Attest: Olympia Gaines, Clerk of the Board

[SEAL]

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

By: Wesley Corbitt, Chairman

Attest: Stephanie Johnson, Clerk of the Board

[SEAL]

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

By: Hiller Spann, Chairman

Attest: Brittany Shaw, Clerk of the Board

[SEAL]
by the Governing Body at a public meeting with such approval placed on the public record.

BOARD OF COMMISSIONERS
OF SCREVEN COUNTY,
GEORGIA

Approved as to form:

____________________________________
Will Boyd, Chairman

Attest: ________________________________
Lori Boulineau, Clerk of the Board
[SEAL]

______________________________
Hubert Reeves, County Attorney

SUPERIOR COURTS OF THE
OGEECHEE JUDICIAL
CIRCUIT

By: __________________________________
F. Gates Peed, Chief Judge

By: __________________________________
Michael T. Maldrew, Judge

By: __________________________________
Lovett Bennett, Jr., Judge
Staff Report

Subject: Consideration to allow the contract for inmate commissary services at Effingham County Prison with McDaniel Supply Company to renew for a one year term from July 1, 2020 to June 30, 2021.
Author: Alison Bruton, Purchasing Agent
Department: Purchasing
Meeting Date: 05-04-21
Item Description: Prison Commissary Contract Renewal

Summary Recommendation: Approval to renew

Executive Summary/Background:
- The County has an agreement in place for prison inmate commissary services with McDaniel Supply Company. The term of the agreement is from July 1, 2016 until June 30, 2019, with annual automatic renewals unless terminated.
- McDaniel Supply Company have been the commissary provider since 2016.
- The County receives 41.2% commission on gross sales less tax.
- $58,535.82 has been received this fiscal year to date, and $75,191.64 was received last fiscal year.

Alternatives for Commission to Consider
1. Board approval to allow the contract for inmate commissary services at Effingham County Prison with McDaniel Supply Company to renew for a one year term from July 1, 2021 to June 30, 2022.
2. Do not approve the contract for inmate commissary services at Effingham County Prison with McDaniel Supply Company to renew for a one year term from July 1, 2021 to June 30, 2022

Recommended Alternative: 1
Other Alternatives: 2

Department Review: Purchasing and Prison
Funding Source: None required – system is ‘turn-key’ with all costs being the responsibility of McDaniel Supply Company.

Attachments: Commissary Contract with McDaniel Supply Company
MCDANIEL SUPPLY COMPANY
COMMISSARY SERVICE AGREEMENT

THIS COMMISSARY SERVICE AGREEMENT (the “Agreement”), is dated effective as of the 17th day of May, 2021 (the “Effective Date”), by and between Effingham County Board of Commissioners, a political subdivision of the State of Georgia (the “Principal”), for the Effingham County Prison, located at 321 Hwy 119 South, Springfield, Georgia 31329 (the “Facility”), and McDaniel Supply Company, Inc., a Georgia corporation with a principal office located at 1275 East Cherry Street, Jesup, Georgia, 31546 (“MSC”). Each of the Principal and MSC is a “Party” to this Agreement and shall collectively be the “Parties.”

WHEREAS, MSC is in the business of providing commissary services and technologies to inmates on behalf of, and as an agent to, city, county, and state correctional facilities; and

WHEREAS, the Principal desires to avail itself of the commissary services offered by MSC for the purpose of providing materials and supplies to state or county inmates in accordance with the “Legal Authority” as applicable to the Facility provided in Section 13 below;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for the mutual benefits to be derived from this Agreement, the Parties, each intending to be legally bound, hereby agree as follows.

1. Appointment. The Principal hereby appoints MSC as its exclusive supplier of commissary products and services for inmates of the Facility and MSC accepts and assumes such appointment.

2. Scope of Service. MSC hereby agrees to perform all services (collectively, the “Services”) in accordance with the terms stated in the Request for Proposals No. 16-16-002 dated March 1, 2016 set forth in Exhibit A, attached hereto, and incorporated herein by reference (the “Solicitation”).

3. Premises. The Principal hereby grants to MSC an exclusive, royalty-free, non-sublicensable license, which is irrevocable for the Term of this Agreement, to such space within the Facility necessary to allow MSC to provide Services in accordance with the Solicitation (the “Premises”). The Principal shall ensure that the Premises meet all applicable federal, state, and local laws, codes, and ordinances applicable to occupation of the Premises by a commercial operation including maintenance and repair of all structural elements thereof. The Principal covenants and agrees with MSC that so long as MSC keeps and performs all the covenants and conditions to be kept and performed by MSC under this Agreement, MSC shall have quiet, undisturbed, and continued possession of the Premises, free from all claims of any kind, nature,
or description. The Principal shall provide MSC with sufficient and reliable security services for the Premises and utility services (including water, sewage, electricity, gas (as necessary), HVAC, and telephone within the Premises) (collectively, the “Utilities”), and shall maintain the Premises in good repair. The Principal shall reimburse MSC for any costs or expenses incurred by MSC to maintain or repair the Premises.

4. **Equipment.**

   A. **MSC Obligations.** During the Term of this Agreement and in accordance with the Solicitation, MSC agrees:

   (i) to install all necessary equipment, materials, supplies, tools, labor, insurance, accessories and services necessary to provide the Services as well as any software to support such equipment (the “Equipment”);

   (ii) to provide standard maintenance, repair, or replacement of the Equipment, including on-site support during business hours, 24/7 telephone support, custom enhancements, and periodic updates as necessary to provide the Services, but not including custom programming services, training, or troubleshooting for any hardware or equipment not owned by MSC; and

   (iii) to maintain insurance in accordance with the guidelines provided in the Solicitation or, if none, in customary, commercially reasonable amounts.

   B. **Principal Obligations.** During the Term of this Agreement and in accordance with the Solicitation, the Principal agrees:

   (i) to maintain reasonable security against unauthorized use of or damage to the Equipment and to discontinue use and notify MSC promptly in the event of any irregularities in the functioning of the Equipment. In the event that the Equipment suffers damage caused by an inmate of the Facility, said inmate’s account shall be charged for all expenses related to its repair; and

   (ii) to implement and maintain security measures with respect to any software installed by MSC (the “Software”) that effectively restricts access to the Software only to authorized users, and protects the Software from unauthorized use, alteration, access, publication, and distribution. In no event shall such security measures be less restrictive than those the Principal employs to safeguard its most confidential information. In the event of an actual or suspected breach of such security measures, the Principal shall notify MSC within 24 hours.
C. Proprietary Rights. MSC retains all rights, title, and interest in the Equipment, including but not limited to, copyrights, database rights, and other neighboring rights, patents, trade secrets, trademarks, service marks, design rights, proprietary information rights and other intellectual property rights as may currently exist or may be developed by MSC anywhere in the world. The Principal shall not (i) copy (other than for back-up purposes), distribute, rent, lease or sublicense all or any portion of the Equipment; (ii) modify or prepare derivative works of any portion of the Equipment; (iii) use the Equipment in a computer-based services business or publicly display visual output of the Equipment, (iv) transmit any portion of the Equipment over a network, by telephone, or electronically using any means; or (v) reverse engineer, decompile or disassemble the Equipment. The Principal shall not change or remove any insignia or lettering on the Equipment and shall conspicuously identify each item of the Equipment by suitable lettering thereon to indicate MSC’s ownership. The Principal shall keep the Equipment free from any and all liens and claims, and shall do or permit no act or thing whereby MSC’s title or rights may be encumbered or impai

D. Warranties; Damage. MSC makes no representation, warranties, or conditions, express or implied, statutory or otherwise, other than those herein contained. Upon expiration or termination of the Agreement, the Equipment shall be returned unencumbered to MSC in the same condition as when received by the Principal, reasonable wear and tear resulting from proper use thereof alone excepted. To the extent permitted by state or local law, the Principal shall indemnify and hold MSC harmless against and from all loss, damage, expense or penalty arising from any claim or action on account of personal injury or damage to property occasioned by the unauthorized operation, use, handling, or transportation of the Equipment during the Term of the Agreement, but shall be credited with any amounts received by MSC from insurance.

5. Commissions and Payments.

A. Payments.

i. Commissions. MSC agrees to pay the Principal a commission rate of 41.2% on gross sales less sales tax ("Commissions"). Commissions will not be paid on non-commissionable sales, including but not limited to, postage stamps, stamped envelopes, etc. Commissions will not be paid on any item the Principal wishes to sell below, at, or near cost. Commissions paid to the Principal shall be paid weekly or otherwise stated by the Principal and shall be delivered to the Principal by the 10th of the following month in which services were rendered.

ii. Taxes. MSC agrees to pay all taxes, fees, and other assessments imposed by federal, state, local, and other governmental taxing authorities related to the sales and profits of MSC under this Agreement, except for any taxes based on MSC’s net income.
B. **Inventory.** Subject to Section 18 below, all commissary inventory required to be provided by MSC pursuant to the Services shall be delivered by MSC to the Facility once a week with the weekday of such deliveries to be determined in good faith by both Parties.

C. **Records; Audits.** MSC will maintain and keep on file all records of the Principal’s sales for a period of 3 years from the Effective Date of this Agreement. MSC will provide the Principal with records of the Principals’ annual sales for the Principal’s previous fiscal year each July, and/or upon request. MSC will give the Principal or the Principal’s authorized agent the opportunity to inspect such records which are directly relevant to the Principal’s purchases. The cost of such audit or inspection will be at the expense of the Principal. The examination of records shall be conducted at the location where such records are maintained by MSC.

6. **Term.** This Agreement shall commence on the Effective Date and shall continue for an initial term of 36 months unless otherwise extended or terminated as provided herein. This Agreement shall automatically renew for successive terms of 1 year each, unless either Party notifies the other in writing, at least 60 days before the end of any term year of its election not to renew this Agreement. The initial 36-month term together with any 1-year renewal term shall compose the “**Term**” of this Agreement.

7. **Termination**

A. **Without Cause.** Notwithstanding anything to the contrary herein above or hereinafter set forth, this Agreement may be terminated by either Party at any time without cause or legal excuse by providing the other Party with 60 days’ prior written notice of such termination or by mutual written agreement of the Parties.

B. **For Cause.** Notwithstanding anything to the contrary herein above or hereinafter set forth, this Agreement may be terminated immediately by either Party at any time upon written notice to the other in any of the following events:

i. if the other Party shall commit any breach of the terms of this Agreement and shall not (in the case of a breach capable of being remedied) remedy such breach within 30 days after notice has been served on the breaching Party requiring the same to be remedied; or

ii. if the other Party shall discontinue its business or have any license or permit required of the Party for the normal operation of its business or for the provision of the Services revoked or suspended for 31 days or more; or

iii. if the other Party becomes insolvent or shall be made the subject of an administration order or a receiver of its assets shall be appointed or it shall go into liquidation (whether voluntary or otherwise) other than a voluntary...
liquidation for the purposes of reconstruction and such status is not cured,
discharged, or withdrawn within 90 days; or

iv. if the other Party has court-established criminal or fraudulent conduct on
the part of: (a) in the case of MSC, its officers, directors, or controlling
shareholder(s); or (b) in the case of the Principal, its elected or appointed
officials (including any officers or shareholders) in such a manner as to
either directly or indirectly affect the operations of the Facility.

C. Such remedy of Termination is in addition to such other remedies as may be
available by law or as otherwise stated in this Agreement.

8. Representations and Warranties.

A. Both Parties. Each Party represents and warrants that it: (i) has the full authority
and the legal right to enter into this Agreement and perform its obligations hereunder, (ii) has
taken all necessary action required to authorize the execution and delivery of this Agreement and
the performance of its obligations, and (iii) will comply with all applicable laws, regulations,
governmental requirements and standards related to the Services, including, without limitation,
product safety laws.

B. MSC. MSC warrants that the commissary price list attached hereto as Exhibit B
is subject to ordinary price increases due to market factors beyond the control of MSC.

C. Principal. The Principal represents and warrants that (i) the Facility is owned
and/or exclusively operated by the Principal, (ii) the Principal is authorized to enter into this
Agreement with respect to the Facility, and (iii) the undersigned is authorized to bind the Facility
to this Agreement.


A. By MSC.

i. MSC shall indemnify the Principal against any loss, damage, injury or
death caused by MSC’s negligent acts or omissions or the negligent acts or
omissions of MSC’s agents or employees, or losses, damages, injuries or
death caused by MSC’s negligence and arising out of the consumption or
use of the products and services sold or provided pursuant to the
Solicitation; provided, however, that nothing contained herein shall require
MSC to defend or indemnify the Principal for losses, damages, injuries or
death arising out of the negligence of the Principal, its agents or
employees.
ii. MSC's obligation to hold the Principal harmless pursuant to the Agreement shall be dependent upon the Principal promptly notifying MSC in writing of any such claims or lawsuits against either MSC or the Principal, but in no event not no later than 30 days after the date the Principal first received notice of such claim or lawsuit, and, forwarded to MSC the summons, complaint and all other documents which relate to said claim or lawsuit no later than 30 days after the date the Principal was served with such documents. Failure of the Principal to notify MSC of any such claim or lawsuit within said 30 day period shall relieve MSC of any and all responsibility and liability under the Agreement to indemnify and hold the Principal harmless.

B. By the Principal.

i. To the extent permitted by state or local law, the Principal shall indemnify MSC against any loss, damage, injury or death caused by the Principal's negligent acts or omissions or the negligent acts or omissions of the Principal's agents or employees, or losses, damages, injuries or death caused by the Principal's negligence and arising out of (a) the provision or maintenance or repair of the Premises or the Utilities; (b) the Principal's actual breach of this Agreement; or (c) negligent acts or omissions of or by the Principal; provided, however, that nothing contained herein shall require the Principal to defend or indemnify MSC for losses, damages, injuries or death arising out of the negligence of MSC, its agents or employees.

ii. The Principal's obligation to hold the MSC harmless pursuant to the Agreement shall be dependent upon MSC promptly notifying Principal in writing of any such claims or lawsuits against either the Principal or MSC, but in no event not no later than 30 days after the date the MSC first received notice of such claim or lawsuit, and, forwarded to the Principal the summons, complaint and all other documents which relate to said claim or lawsuit no later than 30 days after the date the MSC was served with such documents. Failure of MSC to notify the Principal of any such claim or lawsuit within said 30 day period shall relieve the Principal of any and all responsibility and liability under the Agreement to indemnify and hold MSC harmless.

C. Neither Party shall be liable to the other Party whether by reason of breach of contract, negligence or otherwise for any loss of profit, loss of business, liability to third Parties or for any indirect or consequential losses, even if the Party is informed of such potential losses in advance.
10. **Independent Contractor Status.** It is mutually understood and agreed that MSC is engaged as an independent contractor and neither MSC nor the Principal are authorized to oblige the other Party or act in the name of the other Party other than as stated in this agreement and it is the intent of the Parties that (i) an independent contractor relationship be and is hereby established under the terms and conditions of the agreement, (ii) the employees of MSC are not nor shall they be deemed to be employees of the Principal, and (iii) the employees of the Principal are not nor shall they be deemed to be employees of MSC. Notwithstanding the foregoing, it is mutually understood and agreed that the establishment and/or management of lobby and booking kiosks and inmate commissary accounts, and the receipt of cash deposits thereto, is a service provided by MSC on behalf of the county for the purpose of providing materials and supplies to state or county inmates pursuant to the Legal Authority as applicable to the Principal provided in Section 13 below.

11. **Notices; Invoices.** Any notice, invoice, or other communication under this Agreement required hereunder shall be delivered in writing and shall be deemed to have been received: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, or on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the following addresses:

   **To MSC:**
   McDaniels Supply Company
   1275 East Cherry Street
   Jesup, Georgia 31546

   **To the Principal:**
   Effingham Board of Commissioners
   601 North Laurel Street
   Springfield, Georgia 31329

12. **Governing Law.** The laws of the State of Georgia (without giving effect to its conflicts of law principles) govern all matters, including tort claims, arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Effingham County, unless the Parties agree otherwise, or are otherwise required by law.
13. **Legal Authority.** The following legal authorities apply to this Agreement, as applicable to the Principal:

   A. Georgia Code § 42-5-6, as amended from time to time;

14. **Breach of Contract: Remedies.** Upon breach of this Agreement by either Party, both Parties shall have all remedies available to them in equity and/or at law.

15. **Assignment.** This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior consent of the other Party. However, the Agreement shall run with the Principal and its successors.

16. **Modification of the Agreement.** Notwithstanding any of the provisions of this Agreement, the Parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.

17. **Waiver.** Failure by either Party to enforce at any time or for any period of time the provisions of this Agreement shall not be construed as a waiver of such provisions, and shall in no way affect such Party’s right to later enforce such provisions.

18. **Force Majeure.** If the performance of any obligation under this Agreement is prevented, restricted or interfered with by reason of war, revolution, civil commotion, act of terrorism, blockade, embargo, strike, law, order, proclamation, regulation, ordinance, demand, requirement, fire, flood, storm or other natural or man-made disaster or occurrence which is beyond the reasonable control of the affected Party, the affected Party will, upon giving reasonable notice to the other Party, be excused from performance under this Agreement for the duration of the force majeure condition; provided, however, that the affected Party will use commercially reasonable efforts to avoid or remove the cause of nonperformance and resume full performance under this Agreement.

19. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the fullest extent permitted by applicable law, the Parties hereby waive any provision of law which renders any provisions hereof prohibited or unenforceable in any respect. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction will be enforced to the maximum extent permitted by applicable law.
20. **Headings; Counterparts.** The section headings contained in this Agreement are solely for the purpose of reference, are not part of the Agreement of the Parties, and will not in any way affect the meaning or interpretation of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. This Agreement may also be executed with signatures sent via facsimile or email (in PDF format only), each of which will be deemed an original.

21. **Entire Agreement.** This Agreement, together with its Recitals and Exhibits, which are incorporated herein by reference, is the entire agreement between the Parties and supersedes all prior discussions, oral or written agreements, understandings and representations, whether verbal or written, with regard to its subject matter. The Parties acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein.

{Signatures appear on following page}
EXHIBIT A

The Solicitation will appear here:
Request for Proposals

No. 16-16-002

To provide
Inmate Commissary Services

to

Effingham County Board of Commissioners
Springfield, Georgia

For
Effingham County Prison

MARCH 2016

All Submissions returned to:
Effingham County Board of Commissioners
ATTN: Purchasing Office
601 North Laurel Street
Springfield, GA 31329
March 1st, 2016

RE:  RFP No. 16-16-002
Request for Proposals for Inmate Commissary Services for Effingham County Prison

Dear Sir or Madam:

This is an invitation to submit a proposal to supply Effingham County, Georgia with the professional services as specified herein. Sealed proposals will be received at the Office of the Purchasing Agent, EFFINGHAM COUNTY ADMINISTRATIVE COMPLEX, 601 N. LAUREL STREET, SPRINGFIELD, GEORGIA, up to 10.00am (local time) Tuesday April 5th, 2016.

Effingham County Board of Commissioners reserves the right to reject any and all bids or any and all bids that are non-responsive or not responsible. Additionally, Effingham County Board of Commissioners has the right to waive any technicalities or informalities. Effingham County may issue change orders altering the original scope of work to address changes or unforeseen conditions necessary for the project completion.

Instructions for the preparation and submission of a proposal are contained in the request for proposal package. If you do not submit a proposal, please return the no-bid sheet and state the reason.

A MANDATORY PRE-PROPOSAL CONFERENCE has been scheduled for 10.00am (local time) Thursday March 17th, 2016 and will be conducted in the Conference Room of the EFFINGHAM COUNTY PRISON, 321 HWY 119 SOUTH, SPRINGFIELD, GEORGIA, 31329, to discuss the specifications and resolve any questions and/or misunderstanding that may arise. An accompanied site visitation will follow.

Proposals will not be accepted from any firm that is not represented at the Mandatory Pre-Proposal Conference.

Any questions that arise after the pre-proposal conference must be made in writing and must be received at the office of the Purchasing Agent no later than 10.00am (local time) Tuesday March 22nd, 2016. No response will be given to any questions received after 10.00am (local time) Tuesday March 22nd, 2016. Questions may be faxed to 912-754-8413; emailed to fcharleton@effinghamcounty.org or mailed to the address below. If questions are mailed, please DO NOT put the bid number on the outside of the envelope.

The response to all questions will be in the form of an addendum and will be posted on the Effingham County website www.effinghamcounty.org before 5.00pm (local time) Monday March 28th, 2016.

The only official answer or position of Effingham County will be the one stated in writing.
RFP No. 16-16-002 – Inmate Commissary Services for Effingham County Prison

EFFINGHAM COUNTY, GEORGIA
DOCUMENT CHECK LIST

Company Name: ____________________________________________________________

Please indicate you have completed the following documentation; and then submit them in the following order of shown as REQUIRED.

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<thead>
<tr>
<th>REQUIRED</th>
<th>COMPLETED</th>
<th>ITEM DESCRIPTION</th>
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<tr>
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<td>INSTRUCTIONS TO BIDDERS</td>
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<td>ATTACHMENTS</td>
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<td>X</td>
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<td>RECEIPT OF ADDENDA IF ANY</td>
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Authorized Signature ____________________________________________________________

Title ____________________________________________________________

Print Name ____________________________________________________________

Date ____________________________________________________________

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS PART OF YOUR PROPOSAL
RFP No. 16-16-002 – Inmate Commissary Services for Effingham County Prison

SECTION I
INSTRUCTIONS TO VENDORS

1.1 PURPOSE:
The purpose of this document is to provide general and specific information for use in submitting a proposal to supply Effingham County with services as described herein. All proposals are governed by the Code of Effingham County, and the laws of the State of Georgia. Any contract and/or agreement and any addendums to it that result from this RFP shall be governed by the laws of Georgia, with venue in Effingham County.

1.2 HOW TO SUBMIT PROPOSALS:
All proposals shall be:

A. Submitted in sealed opaque package (envelope or box as necessary), plainly marked with the RFP number and title, date and time of submission, and company name.

B. Mailed or delivered in sufficient time to ensure receipt by the Purchasing Agent on or before the time and date specified above.

Hand Delivery and Mailing Address:
Effingham County Purchasing Agent,
601 North Laurel Street,
Springfield, Georgia, 31329.

C. Please check the County’s website www.effinghamcounty.org prior to submission for any addendum to the RFP.

PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED WILL NOT BE OPENED OR CONSIDERED.

1.3 HOW TO SUBMIT AN OBJECTION:
Objections from Vendors to this request for proposal and/or these specifications should be brought to the attention of the County Purchasing Agent either verbally at the pre-proposal conference, or in writing at least two (2) days prior to pre-proposal conference. The objections contemplated may pertain to form and/or substance of the request for proposal documents. Failure to object in accordance with the above procedure will constitute a waiver on the part of the business to protest this request for proposal.

1.4 ERRORS IN PROPOSALS:
Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the Vendor’s own risk.

1.5 STANDARDS FOR ACCEPTANCE OF VENDORS FOR CONTRACT AWARD:
The County expressly reserves the right in its sole judgement, to accept or reject any or all proposals with or without cause and to waive any technicalities or irregularities in proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject the offer of a Vendor who has previously failed to perform properly or complete on time contracts of a similar nature, or an offer from a Vendor whom investigation shows is not in a position to perform the contract.

1.6 VENDOR:
Whenever the term "vendor" is used it shall encompass the "person," "business," "firm," or other party submitting a proposal to Effingham County in such capacity before a contract has been entered into between such party and the County. At times throughout this request for proposal the term “vendor” may be used interchangeably with the terms “contractor”, “proposer” and “bidder”.
1.7 **COMPLIANCE WITH LAWS:**
The Vendor shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by Federal, State or County statute, ordinances and rules during the performance of any contract between the Vendor and the County. Any such requirement specifically set forth in any contract document between the Vendor and the County shall be supplementary to this section and not in substitution thereof.

1.8 **COUNTY:**
Whenever the term "County" or "Owner" is used it is to refer to the Effingham County Board of Commissioners.

1.9 **DEBARRED FIRMS AND PENDING LITIGATION:**
Any potential Vendor/firm listed on the Federal or State of Georgia Parties Listing (barred from doing business) will not be considered for contract award. Vendors shall disclose any record of pending criminal violations (indictment) and/or convictions, pending lawsuits, etc., and any actions that may be a conflict of interest occurring within the past five (5) years.

Proposals will not be accepted from any company, firm, person, party or parent subsidiary, against which Effingham County has an outstanding claim, or financial dispute relating to prior contract performance. If the County, at any time, discovers such a dispute during any point of evaluation, the proposal will not be considered further. Any Vendor/firm previously defaulting or terminating a contract with the County will not be considered.

Vendor acknowledges that in performing contract work for the County, Vendor shall not utilize any firms that have been a party to any of the above actions. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with the firm with respect to County contract.

** All Vendors are to read and complete the Vendors certification regarding debarment, suspension, ineligibility, and voluntary exclusion enclosed as Disclosure of Responsibility - Attachment E to be returned with response. Failure to do so may result in your proposal being rejected as non-responsive.

1.10 **IMMIGRATION:**
On 1 July 2009, the Georgia Security and Immigration Compliance Act (SB 529, Section 2) became effective. All employers, contractors and subcontractors entering into a contract or performing work must sign an affidavit that he/she has used the E-Verify System. E-Verify is a no-cost federal employment verification system to insure employment eligibility. Affidavits are enclosed in this solicitation. You may download M-274 Handbook for Employers at http://www.dol.state.ga.us/spotlight/employment/rules. You may go to http://www.uscis.gov to find the E-Verify information.

** All Vendors are to read and complete the E-Verify affidavit enclosed as Attachment E to be returned with response. Failure to do so may result in your solicitation response being rejected as non-responsive.

1.11 **PRISON RAPE ELIMINATION ACT (PREA):**
On 4 September 2003, the Prison Rape Elimination Act was signed into law. By completing the Attachment G, contractor certifies that he/she will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The contractor also certifies that he/she will comply with all Effingham County policies and procedures that relate to PREA. Contractor certifies that he/she will be responsible for the completion of Attachment G by any and all sub-contractors he/she employs to complete the project.

1.12 **PROTECTION OF RESIDENT WORKERS:**
Effingham County Board of Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United
RFP No. 16-16-002 – Inmate Commissary Services for Effingham County Prison

States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

1.13 RFP SCHEDULE:

<table>
<thead>
<tr>
<th>Request for Proposal</th>
<th>Date/ Time</th>
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<tbody>
<tr>
<td>Owner issues public advertisement of RFP</td>
<td>March 1st, 2016</td>
</tr>
<tr>
<td>Pre-Proposal Conference (if scheduled)</td>
<td>March 17th, 2016 at 10.00am local time</td>
</tr>
<tr>
<td>Deadline for submission of written questions</td>
<td>March 22nd, 2016 at 10.00am local time</td>
</tr>
<tr>
<td>Addendum issued to answer questions (if any) and posted online at <a href="http://www.effinghamcounty.org">www.effinghamcounty.org</a></td>
<td>March 28th, 2016 before 5.00pm (local time)</td>
</tr>
<tr>
<td>Deadline for submission of Proposals</td>
<td>April 5th, 2016 at 10.00am (local time)</td>
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SECTION II
GENERAL CONDITIONS

2.1 SPECIFICATIONS:
Any obvious error or omission in the specifications shall not inure to the benefit of the Vendor but shall put the Vendor on notice to inquire of or identify the same to the County.

2.2 GEORGIA OPEN RECORDS ACT:
The responses will become part of the County's official files without any obligation on the County's part. Ownership of all data, materials, and documentation prepared for and submitted to Effingham County in response to a solicitation, regardless of type, shall belong exclusively to Effingham County and will be considered a record prepared, maintained or received in the course of operations of public office or agency and is subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-070, et.Seq. unless otherwise provided by law. The Georgia Open Records Act is applicable to the records of all contractors and subcontractors under contract with the County. This applies to those specific contracts currently in effect and those which have been completed or closed up to three (3) years following completion.

2.3 GEORGIA TRADE SECRET ACT OF 1990:
In the event that a Vendor submits secret information to the County, the information must be clearly labeled as a "Trade Secret". The County will maintain the confidentiality of such trade secrets to the extent provided by law.

2.4 OFFERS TO BE FIRM:
The Vendor warrants that terms and conditions quoted in his offer will be firm for acceptance for a period of ninety (90) days from the date of proposal submittal. Fees quoted must also be firm for a ninety (90) day period.

2.5 COMPLETENESS:
All information required by the request for proposal must be completed and submitted to constitute a proper proposal. The County shall have sole discretion in evaluating qualifications and responses of
Vendors. Vendor acknowledges that in performing a contract for the Board, Vendor shall not utilize any firms that have been a party to any of the actions listed in paragraph 1.9. If Vendor has engaged any firm to work on this contract or project that is later debarred, Vendor shall sever its relationship with that firm with respect to the Board’s contract.

2.6 MULTIPLE PROPOSALS:
No Vendor will be allowed to submit more than one offer. Any alternate proposals must be brought to the Purchasing Agent's attention during the Pre-proposal Conference if one is scheduled, or submitted in writing at least five (5) days preceding the date for submission of proposals.

2.7 PATENT INDENITY:
Except as otherwise provided, the successful Vendor agrees to indemnify Effingham County and its officers, agents and employees against liability.

2.8 QUALIFICATION OF BUSINESS (RESPONSIBLE VENDOR):
A responsible Vendor is defined as one who meets all requirements of the RFP. Effingham County has the right to require any or all Vendors to submit documentation of their ability to perform, provide or carry out the service as requested herein and to disqualify the proposal of any Vendor as being unresponsive or un-responsible whenever such Vendor cannot.

2.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:
By submission of this proposal, the Vendor certifies, and in the case of a joint proposal each party thereto as to its own organization, that in connection with this procurement:
A. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor;
B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly to any other competitor; and;
C. No attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a proposal for the purpose or restricting competition.

2.10 AWARD OF CONTRACT:
The contract, if awarded, will be awarded to the responsible Vendor whose proposal will be most advantageous to Effingham County, price and other factors considered. The Board of Commissioners will make the determination as to which proposal best serves the interests of Effingham County. Appeal of an award can only be made after the Board of Commissioners award a contract.

2.11 TERM OF THE CONTRACT:
The initial term of the contract will be for three (3) years with the option to automatically renew for two (2) additional one (1) year terms.
A. Unless otherwise directed by the Effingham County Board of Commissioners.
B. Unless budgeted funds are not appropriated for said term.

2.12 INSURANCE PROVISIONS:
The selected Vendor 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 Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's fee proposal. 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.
A. General Information that shall appear on a Certificate of Insurance:
   a. Name of Producer (contractor's insurance Broker/Agent).
   b. Companies affording coverage (there may be several).
   c. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
   d. A Summary of all current insurance for the insured (includes effective dates of coverage).
   e. A brief description of the operations to be performed, the specific job to be performed, or contract number.
   f. Certificate Holder (This is to always include Effingham County).

2.13 LIMITS OF INSURANCE:
    Effective coverage shall have the following limits:
    A. **Commercial General Liability:** Provides protection against bodily injury and property damage claims arising from operations of a contractor or tenant. Minimum limits: $1,000,000 bodily injury and property damage per occurrence and annual aggregate.
    B. **Worker's Compensation and Employer’s Liability:** Provides statutory protection against bodily injury, sickness or disease sustained by employees of the contractor while performing within the scope of duties. Minimum limits: $500,000 for each accident, disease policy limit, and disease each employee and Statutory Worker’s Compensation limit.
    C. **Business Automobile Liability:** Coverage insures against liability claims arising out of the contractor’s use of automobiles. Minimum limit: $1,000,000 combined single limit per accident for bodily injury, property damage, and should be written on an “Any Auto” basis.

2.14 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 provided in relation to this invitation.
    D. **Cancellation/Non-Renewal Notification:** Each insurance policy supplied in response to this invitation 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 Vendor 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 Vendor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses.
2.15 INDEMNIFICATION:
The CONTRACTOR agrees to protect, defend, indemnify, and hold harmless Effingham County, Georgia, its commissioners, officers, agents, and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons caused by the CONTRACTOR or its subcontractors. The CONTRACTOR'S obligation to protect, defend, indemnify, and hold harmless, as set forth herein above shall include, but not be limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition, disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and to protect, defend, indemnify, and hold harmless Effingham County, Georgia, at his sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, suits, etc., are groundless, false, or fraudulent, including any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONTRACTOR or his subcontractors or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed-upon contract price, or to the scope and amount of coverage provided by any insurance maintained by the CONTRACTOR.

2.16 INTERPRETING SPECIFICATION:
The specifications or scope of services contained herein are intended to be descriptive rather than restrictive. The County is soliciting a proposal to provide a complete product or service package which meets all requirements. Changes in the scope of services, specifications, or terms and conditions if the RFP will be made in writing by the County prior to the proposal opening or due date. Results of informal meetings between a potential Vendor and a County official or employee may not be used as a basis for deviations from the requirements contained in this solicitation.

2.17 SIGNED RESPONSE CONSIDERED AN OFFER:
The signed Response shall be considered an offer on the part of the Vendor, which offer shall be deemed accepted upon approval by the Effingham County Board of Commissioners, or their designee. In case of a default on the part of the Vendor after such acceptance, Effingham County may take such action as it deems appropriate, including legal action for damages or lack of required performance.

2.18 PAYMENT TO CONTRACTORS:
A. Questions regarding payment may be directed to the Effingham County Finance Department, at (912) 754-8057.

B. Effingham County is a tax exempt entity. Every contractor, vendor, business or person under contract with Effingham County is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Effingham County by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.

2.19 VENDOR DEFAULT:
In case of Vendor default, the County will provide a letter of official notice of non-performance. If the issue(s) are not remedied 30 days from receipt of said notice, the County reserves the right to procure services from other sources.
RFP No. 16-16-002 – Inmate Commissary Services for Effingham County Prison

The undersigned Vendor certifies that he/she has carefully read the preceding list of instructions and all other data applicable hereto and made a part of this invitation; and, further certifies that the prices shown in his/her proposal are in accordance with all documents contained in this request for proposal package, and that any exception taken thereto may disqualify his/her proposal.

This is to certify that I, the undersigned Vendor, have read the instructions to Vendor and agree to be bound by the provisions of the same.

This _______ day of_____________________________ 20 ________.

BY: _________________________________________________

SIGNATURE

__________________________________________________
PRINTED NAME AND TITLE

__________________________________________________
COMPANY

__________________________________________________
ADDRESS

__________________________________________________
PHONE NO.
RFP No. 16-16-002 – Inmate Commissary Services for Effingham County Prison

SECTION III

REQUEST FOR PROPOSAL

3.1 DESCRIPTION AND OBJECTIVES
Effingham County Prison, operating under the authority of the Effingham County Board of Commissioners is seeking sealed proposals from qualified vendors who specialize in providing inmate commissary services.

3.2 ACCEPTANCE AND EVALUATION OF PROPOSALS:
A selection committee shall evaluate all proposals submitted to the RFP. All technical requirements, unless otherwise specified, must be met by the Vendor or such proposal will be disqualified as being non-responsive. Proposals that are deemed to be incomplete as to substance and content may be returned without further consideration.

3.3 PRICING PROPOSAL:
Provide a completed Pricing Proposal Form (Attachment A).

3.4 PROPOSAL DEADLINE:
The response to the request for proposal must be received by the Effingham County Purchasing Office no later than 10.00am (local time) Tuesday April 5th, 2016. Any proposal received after the time and date stipulated will be rejected and returned to the Vendor. The County may, for good and sufficient reason, extend the response deadline, in which case all potential Vendors will receive an addendum setting forth the new date.

3.5 WITHDRAWAL OF PROPOSAL:
Effingham County Board of Commissioners reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon the vendor nor obligates the Board of Commissioners in any manner. Effingham County Board of Commissioners reserves the right to award no agreement and to solicit additional offers at a later date.

Vendor proposal may be withdrawn by written REQUEST received by the County before the time fixed for receipt of proposals

3.6 CONFIDENTIALITY OF DOCUMENTS:
Upon receipt of a proposal by the County the proposal shall become the property of the County without compensation to the Vendor, for disposition or usage by the County at its discretion. Due to the fact that the proposals will be subject to an evaluation review for accurate qualifications, only the respondent names who submit proposals to this RFP and the total bid price will be read aloud publicly. The details and particulars of the proposal documents will remain confidential until final award of the contract.

3.7 FORMAT OF RESPONSES:
To be considered, Vendors must submit a complete response to the request for proposals. Proposals are to be submitted in 8½” x 11” size, typed or printed in ink and bound with a simple method of fastening. Lengthy narratives are discouraged; presentations should be brief and concise and not include extraneous or unnecessarily elaborate promotional material. The proposal should not exceed 50 pages in length, excluding appendices, if any; vendor policies and procedures (see 5.1 item f); vendor maintenance and quality assurance programs (see 5.1 item f). To assure a uniform review process and obtain the maximum degree of comparability, each proposal shall include the following content and shall be presented in the following order:

A. Letter of Interest
The Letter of Interest shall be limited to three (3) single-spaced typewritten pages. The purpose of the Letter of Interest is to provide a description of the Vendor’s ability to meet the requirements of the RFP.
B. Business/Firm Profile
State the full name, address, and telephone number of your organization and include the name, title, address, and telephone number of the person(s) who will be assigned to perform the service of the proposal. Indicate whether you operate as a sole proprietorship, individual, partnership, corporation or limited liability company, and the State in which your firm is incorporated or licensed to operate.

C. Experience and Capability
List of current or former clients with requirements similar in scope and content to the proposed contract. Effingham County reserves the right to verify the information furnished.

   A. For each similar and completed project of this type, give the following information:
      • The Name and Location of Facility
      • A Brief Description of the Services Provided
      • The Name of the Client Contact and his/her phone number
      • Date that services were provided and completed

   B. State if your firm has operated under a different name within the past 10 years and provide the name that your firm previously operated under.

   C. Provide complete details of any contract, during the last five (5) years, in which your firm has been fired.

D. Current Audited or Compilation Financial Statements
Current audited or compilation financial statements, or two (most recent) years of reviewed financial statements from a Certified Public Accounting firm.

E. Appendices
Include any additional information you deem essential to a proper evaluation of your proposal not included in the preceding section. These Appendices should be relevant and brief.

Each proposal must be submitted in one (1) original and six (6) copies bound to:
Effingham County Purchasing Department
Fiona Charleton, Purchasing Agent
601 N Laurel Street
Springfield, GA 31329

3.8 COST TO PREPARE RESPONSES:
The County assumes no responsibility or obligation to the Vendors and will make no payment for any costs associated with the preparation or submission of the proposal.

3.9 EVALUATION PROCESS:
A selection committee shall evaluate all proposals submitted to this RFP. The award will be based on general criteria, as outlined in this RFP. After an initial screening process, the Vendor may be asked to make an oral presentation of its proposal. All arrangements and scheduling shall be coordinated by the RFP contact.

Selection Criteria
The following criteria will be used, as a minimum, to determine the responsibility of each Vendor:

   A. Does the Vendor demonstrate an understanding of the County's needs and proposed approach to the project, and possess the ability, capacity, skill, and financial resources to provide the service?
   B. Can the Vendor take upon himself the responsibilities set forth in the RFP and the resultant contract and produce the required outcomes in a timely manner?
   C. Has the Vendor performed satisfactorily in previous contracts of similar size and scope; or if the Vendor has not performed a contract of similar size and scope, has it, and/or it's team members...
otherwise demonstrated its capability to perform the contract that the County seeks to establish through this RFP?

D. Does the Vendor propose to perform the work at a fair and reasonable cost?
E. Has the Vendor declared bankruptcy within the past 10 years under its current name or any prior names?

<table>
<thead>
<tr>
<th>Evaluating Factor</th>
<th>Points Possible</th>
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<td>Qualifications, Experience, and References:</td>
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<td>Methodology, Approach to Scope of Work, Schedule for Implementation</td>
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<td>Price Proposal</td>
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<td>Financial Stability</td>
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<td>TOTAL POINTS:</td>
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SECTION IV

SPECIAL CONDITIONS

4.1 STATEMENT OF DISCLOSURE:
All Vendors must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

Interests of Public Officials.
The vendor 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 BOARD immediately by written notice. For breach or violation of this clause, the BOARD 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.
4.2 **CONTRACT:**

The successful contractor will be expected to provide an executed contract for approval by the Board. Upon receipt of the fully executed contract, the contractor shall be bound to deliver the stated services according to the terms and conditions of the contract and any addendums thereto. The County shall also be bound on the said terms and conditions to procure the services described and remit payment to the contractor when said services are completed. The successful contractor shall not commence work under this Request for Proposal until a written contract is awarded. If the successful contractor does commence any work or deliver items prior to receiving official notification, he does so at his own risk.

4.3 **PERFORMANCE AND APPROVAL OF SUB-CONSULTANTS:**

The Vendor will perform the work as an independent contractor and not as an agent or employee of the County, and will secure written permission from Effingham County before subcontracting any part of this service.

4.4 **CHANGES:**

In the event a contract is awarded, the County may, with prior Board approval, make changes at any time during the contract period within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in the Vendor’s cost of performing any part of the contract, an equitable adjustment shall be made in the contract prices, or in the time of performance, or in both. A written memorandum of such adjustment shall be made prior to any changes in contract pricing schedules.

4.5 **TERMINATION OF CONTRACT:**

Effingham County shall have the right to terminate any contract to be made hereunder for its convenience by giving written notice 30 days in advance of its election to do so and by specifying the effective date of such termination. The Vendor shall be paid for services rendered through the effective date of such termination. Further, provided a contract is awarded, if a Vendor shall fail to fulfill any of its obligations hereunder, the County may, by giving written notice to the Vendor, terminate the agreement with said Vendor for such default. If this agreement is so terminated, the Vendor shall be paid only for work satisfactorily completed.

**SECTION V**

**SCOPE AND CLASSIFICATION**

5.1 **SCOPE OF WORK:**

The proposed system shall be a turnkey solution for inmate commissary services that is compliant with all requirements of Federal and Georgia State Law.

Turnkey installation to be completed in forty-five (45) days or less from receipt of fully executed contract. If Vendor is unable to complete the work within forty-five (45) days, Effingham County reserves the right to select a different vendor. Vendor shall be responsible for all costs associated with the inmate commissary system including but not limited to: purchase of equipment, installation - including, but not limited to all electrical and any other wiring necessary for the operation of their computer systems, service, maintenance and day- to-day operation. Neither the Effingham County Board of Commissioners nor the Effingham County Prison shall have any responsibility for any costs associated with the system.

Vendor will describe in detail any alterations to the building that are necessary to facilitate the start-up of their services. Vendor will notify the County in advance of any future alterations necessary for the continued operation of their services. No alterations will be made without written approval of the County. Vendor will be responsible for the cost of any changes that need to be made in order to comply with all current and future federal and state inmate commissary regulations.
Vendor is responsible for determining all wiring and software requirements and costs associated with the conversion of service from current inmate commissary providers to the successful new service provider. Successful proposer shall coordinate all details of switching out services with the current vendor, the County I.T. Director and the County Purchasing Agent.

a. **Hardware and Software:**
   Vendor to supply one (1) kiosk per dorm, for three (3) dorms., and one (1) kiosk in the visitation room. Effingham County reserves the right to add to or remove from the locations services at any time and shall do so without any penalties or fees. Kiosks will be installed in a way to avoid injury to inmates, example: no pieces easily broken, tamperproof, etc.
   All vendor equipment shall comply with all GA State and FCC regulations.
   The proposed equipment and system shall be scalable to meet the County’s growing needs.
   Vendor will grant the Effingham County Prison / Effingham County Board of Commissioners the necessary licenses to operate the hardware at no additional cost to the County.
   Vendor will be responsible for keeping the hardware and software updated with complete information as to commissary items available, pricing, and other terms and conditions of sales.
   Software should maintain inmate ledgers with funds placed on the inmates accounts and funds used. The system should incorporate internal controls and financial reporting and reconciliation features. Software should allow for placement of funds and recording of funds on the inmate account.

b. **Deposit Services:**
   The vendor will facilitate family deposits to inmate accounts via website and IVR with a toll free phone number. The vendor will guarantee that family deposits to inmate accounts are deposited to the appropriate Effingham County Inmate Account on a nightly basis by Electronic Funds Transfer from the vendor to the County’s designated account. Vendor software should allow for placement of funds and recording of funds on the inmate account through its system.

c. **Menu:**
   Product selection and pricing will be agreed upon by Effingham County and the vendor. Menu selections will be reviewed as needed but no less than annually. All changes must be approved by the County. Price adjustments may be made annually on the contract anniversary date but must be reviewed and approved by Effingham County in advance of the price change. Submit sample menu(s) with proposal.

d. **Commissary Service Operations:**
   On a weekly basis as agreed upon by the vendor and Effingham County, the vendor will download all inmate orders for commissary items and deliver these items to the Prison. The vendor will bag, box, and ship the commissary items to the Effingham County Prison. The Prison will be responsible for the distribution of commissary orders to the appropriate inmate when the vendor delivers the orders to the facility.

e. **Service Fee / Commission:**
   Effingham County will be paid a service fee for engaging the vendor to be the sole provider of Inmate Commissary Services. The amount of this fee will be calculated as a percent of Adjusted Gross Sales and will be listed on the RFP Price Proposal Sheet provided in this RFP. Adjusted Gross Sales is defined as Gross Sales less the sales of noncommissioned items as reviewed and agreed upon by the County from the Price Proposal Sheet submitted with the proposal.
f. **Customer Service:**
Vendor to provide 24/7 customer service support via toll-free telephone number. Vendor to disclose any associated cost with this service on the Vendor’s Price Proposal Form. Vendor to provide service policies and procedures as an attachment to this proposal. Vendors are to describe the maintenance and quality assurance programs for equipment to be installed as an attachment to this proposal. Detail the method of determining when the system is down. Vendor shall be able to respond to all major problems within the same day. If response time will be longer than one day vendor to explain why in proposal. Vendor to provide a contact person who will be responsible for ongoing support. Vendors to handle all customer complaints directly. Effingham County will not be involved in customer complaints. Describe in detail customer service processes for complaints.

g. **Other Considerations:**
Each vendor may have their own special requirements that enable them to provide outstanding commissary services. Therefore, the vendor should outline these items in their proposal so that Effingham County will be able to negotiate, if necessary, these considerations.

h. **Additional Information:**
Kiosks currently on-site: 2.
Kiosks location: Dorm A (1) and Dorm B (1).
Current vendor: S.A.C.S – Smith’s Automated Commissary Services.
Kiosks Owner: S.A.C.S – Smith’s Automated Commissary Services.
Average daily inmate count from 01-01-15 to 01-01-16: 180.
Current commission rate: 20% on all categories (excluding postage).
Average orders per month for the last 12 months: 246.
Current spending limit per order: $60.00.
See Attachment J for current commissary menu.

**ALL ITEMS LISTED IN THE SCOPE OF WORK MUST BE COMPLIANT WITH FEDERAL AND GEORGIA STATE LAW AND MUST REMAIN COMPLIANT WITH FEDERAL AND GEORGIA STATE LAW FOR THE DURATION OF THE CONTRACT**

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Staff Report

Subject: Petco Grant
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 05-04-2021
Item Description: Consideration to accept a grant award from the Petco Foundation.

Summary Recommendation:
Staff is requesting approval to accept a grant award 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 $20,000.
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: Effingham County Animal Shelter

Funding Source:
No cost share requirement

Attachments:
1. Petco Foundation Award Letter
Congratulations!

Petco Love (formerly Petco Foundation) is thrilled to support your lifesaving work by investing in your animal welfare organization.

Included in your mailed kit you’ll find:

- (1) Giant check
- (1) “Supported by” window/door decal sticker

Display both in your facility to publicly celebrate your grant investment and highlight your amazing, lifesaving efforts to your community. We’d love to see photos; tag us and use #PetcoLovePartner to celebrate with us on social media.

Your organization will also receive an email with a digital toolkit that contains customizable assets to promote your grant on social media, your website, and with your local media through a template press release.

Investments like these are made possible thanks to the fundraising efforts of Petco store partners, and the generous donations of Petco customers whose collective generosity does big things for animals. If your organization partners with a local Petco store, that store location has also received a giant check to proudly display your grant investment.

If you have any questions regarding your grant, please email foundationpartners@petcofoundation.org. For questions regarding the digital toolkit, email foundationmedia@petcofoundation.org.

Thank you for all you do for animals! Together, we’re making a difference and moving one step closer to creating a lifesaving nation.

Sincerely,
Petco Love – A Nonprofit Changing Lives
pay to the order of Effingham County Animal Shelter

$20,000

Twenty Thousand 00/100 Dollar

memo: SAVE PET LIVES

Date: April 2021

Susanne Kogut, President
Staff Report

Subject: Consideration to allow the agreement with The City of Pooler for the use of an inmate work detail to renew for an additional 12 month period.
Author: Alison Bruton, Purchasing Agent.
Department: Purchasing and Prison
Meeting Date: 05-04-21
Item Description: Inmate Work Detail Agreement with the City of Pooler

Summary Recommendation: Staff recommends allowing the Agreement between the City of Pooler and Effingham County for the use of an inmate work detail to renew for an additional one year term from July 1, 2021 to June 30, 2022.

Executive Summary/Background:
- The County currently has an Agreement in place with the City of Pooler for the use of an inmate work detail. The term of the Agreement is July 1, 2017 to June 30, 2018 with additional one-year renewals at the end of each term unless otherwise cancelled.
- Effingham County provides a Correctional Supervisor to supervise the work crew. The City of Pooler will reimburse the County for the cost of employing the Correctional Supervisor.
- The City of Pooler supplies the ride vehicle and the tools required to perform the maintenance activities.
- The City of Pooler pays for fuel to run the vehicle and equipment.
- The City of Pooler provides all equipment and tools, including safety equipment.
- The cost of the agreement to the City of Pooler is $75,000.00 per year, which includes the cost of employing the Correctional Supervisor.
- The Agreement can be terminated at any time, by either party with 90 days written notice to the other party.
- The City Manager of Pooler has confirmed that the City would like to renew the Agreement for an additional one year term.

Alternatives for Commission to Consider
1. Board approval to allow the Agreement between the City of Pooler and Effingham County for the use of an inmate work detail to renew for and additional one year term from July 1, 2021 to June 30, 2022.
2. Cancel the Agreement between the City of Pooler and Effingham County for an inmate work detail.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing & Prison

Funding Source: All costs to administer the Agreement are paid by the City of Pooler.

Attachments:
Work detail Agreement.
State of Georgia  
County of Effingham

THIS AGREEMENT IS BETWEEN THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA AND THE CITY OF POOLER, GEORGIA FOR THE USE OF COUNTY INMATES ON CITY AND COUNTY PROPERTY.

WHEREAS, the EFFINGHAM COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "Effingham County" houses inmates pursuant to a contract with the Georgia Department of Corrections; and

WHEREAS, Effingham County is authorized to make inmate labor available to other governmental entities; and

WHEREAS, Effingham County's inmate labor force exceeds the County's current demands for inmate labor; and

WHEREAS, the City of Pooler, Georgia hereinafter referred to as "the City of Pooler" is desirous of hiring prison work crews to assist in the maintenance of City Property within the corporate limits of Pooler;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

WITNESSETH:

PART A

Effingham County and the City of Pooler agree to the following:

(1) Effingham County shall supply to The City of Pooler a work detail, consisting of (1) full-time correctional supervisor employed by Effingham County as an employee of the Prison ("Correctional Supervisor") and no fewer than eight (8) and no more than twelve (12) inmates of the Effingham County Prison Public Work Camp, located in Springfield, Georgia. The correctional supervisor and assigned inmates shall be used exclusively by The City of Pooler and will not be assigned to other duties. The Warden or his designee shall have final authority concerning the number of inmates assigned to the detail taking into consideration the security required and areas that work is performed in.

(2) Under normal circumstances the work detail will work the same hours and under the same conditions as other EFFINGHAM COUNTY PRISON Public Work Camp employees (Monday through Friday, 7:30 a.m. to 3:30 p.m.) which shall include travel time. Whether or not the inmate work detail can be called out during inclement weather or other emergency conditions during other than normal working hours, is subject to the discretion of the Warden, Effingham County Prison, or their designee. Every effort shall be made to run details when it is raining, if it appears rain is scattered or rain will soon end. This will allow inmates to be near or at the assigned work site and go to work as weather conditions improve. Every effort shall be made to run details when the temperature is below twenty-eight (28) degrees Fahrenheit, if it appears that temperatures will quickly rise. Again, this will allow inmates to be near or at the assigned work site and go to work as weather conditions improve.
(3) The Prison shall be responsible for the care, custody, clothing, feeding, and hospital care of said inmates while traveling to and from or working within the City of Pooler, Georgia for work detail purposes.

(4) The Prison will be responsible for guarding and supervising said inmates at all times while working within The City of Pooler, Georgia. The City of Pooler shall provide all the equipment that is needed for the inmate detail.

(5) Effingham County shall be responsible for transportation (in a vehicle furnished by The City of Pooler, the "ride vehicle") of the work detail to and from the Effingham County Prison Public Works Camp to work sites within the incorporated limits of The City of Pooler, Georgia as well as between work sites within The City of Pooler.

(6) All fuels and oils used by the Prison for the ride vehicle or equipment for The City of Pooler work details shall be purchased using a fuel-purchasing card to be supplied to the Prison by The City of Pooler. Effingham County shall be responsible for any misuse of the card. The card is to be used for obtaining gasoline and oil only.

(7) The City of Pooler will supply vehicular insurance for City vehicles used to transport inmates and for equipment used by the inmate work detail. Effingham County shall supply a list of inmates who are authorized to operate The City of Pooler, Georgia equipment, exclusive of any motor vehicle, as defined by O.C.G.A. 40-1-1 (33). This list shall be updated as inmate assignments change. Only personnel previously approved and listed will be allowed to operate the City of Pooler equipment.

(8) The City of Pooler shall furnish all equipment and tools, safety equipment, and transportation vehicles and provide maintenance for all equipment and tools used by the work detail. Portable equipment utilized by the work detail, such as shovels, hand tools, etc., will be stored in a secured "cage" area either inside the ride vehicle or in a trailer towed by the ride vehicle, and larger equipment, such as tractors, will be stored in a City storage facility. A daily inventory of equipment will be kept by the correctional supervisor, and be kept on file at the Prison.

(9) Effingham County shall schedule and have performed all routine and other maintenance of the vehicle as it does other vehicles utilized by work details. All non-routine maintenance shall be approved by The City of Pooler’s Public Works Director prior to performing the maintenance. The City of Pooler shall reimburse Effingham County for maintenance of the ride vehicle upon receipt of an invoice for such maintenance costs on a quarterly basis. Payment of necessary vehicle maintenance shall be paid within thirty (30) days of receipt.

(10) The City of Pooler shall direct and supervise the work to be performed; provided however, that no official, employee, or agent of the City of Pooler shall exercise any immediate control, direction, or supervision over any inmate. Effingham County and its officials, correctional supervisors, and employees shall have sole responsibility for guarding, directing, controlling, and supervising said inmates. Directions as to work to be performed shall be communicated to the correctional supervisor having the immediate custody and supervision of the inmates, who shall direct said inmates accordingly. The City of Pooler Public Works Superintendent or his designee shall provide this direction and communicate work assignments on a weekly basis.

(11) Upon receipt of the invoice on a quarterly basis from Effingham County, the City of Pooler will reimburse Effingham County for the cost of employing one (1) correctional supervisor as set forth herein by paragraph 1 above. Payment of the invoice shall be made within thirty (30) days
of receipt. The total cost under this agreement is seventy-five thousand Dollars ($75,000) per year. This will be prorated for the initial term of June 6, 2017 through June 30, 2018 for a total cost of eighty thousand two hundred eight dollars and 33 cents ($80,208.33). This cost includes the correctional supervisor’s salary and employment benefits, Health Benefits, Retirement, Workers Compensation, Unemployment and Payroll Taxes and a portion of the inmate cost. Effingham County will notify the City of Pooler each year, if there is any change in the cost of the officer, i.e. cost of living raises and annual performance raises.

(12) The correctional supervisor shall meet all requirements established by Georgia Peace Officer Standard Training for supervision of outside work details. The correctional supervisor shall be assigned to Effingham County Prison and shall follow all rules and regulations that are set forth by the County, State, and Effingham County Prison.

(13) Effingham County shall not be required to provide a substitute correctional supervisor for days or for time that the correctional supervisor is on leave or calls in sick, up to a maximum of fifteen (15) days. The prison shall provide a substitute correctional officer for any time missed in excess of fifteen (15) days.

(14) This Agreement may be terminated at any time by either party, with or without cause, by providing the other at least ninety (90) calendar days’ prior written notice.

(15) This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto.

NOW WHEREAS, This Agreement will become effective on the _ _ day of June , 2017, upon execution by all parties and will be in effect for the duration of the year, July 1, 2017 through June 30, 2018. This agreement can be renewed for additional twelve (12) month periods after approval by the Board of Commission of Effingham County.

The foregoing is agreeable, this _ _ day of _ _ , 2017

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: ________________________________
Wesley Corbitt, Chairman

Attested: ________________________________
Stephanie Johnson, County Clerk

EFFINGHAM COUNTY PRISON

BY: ________________________________
Victor Walker, Warden
THE CITY OF POOLER, GEORGIA

BY:  

Mike Lamb, Mayor

ATTESTED BY:  

Maribeth Lindler, City Clerk

Agreement reviewed and approved by County Attorney,
Staff Report

Subject: Consideration to renew the intergovernmental agreement with the Georgia Department of Public Safety for antenna/receiver space on the County tower located at the transfer site on Courthouse Road.

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

Department: EEMA

Meeting Date: 05-4-2021

Item Description: Renewal of the Intergovernmental Agreement with GA Dept. of Public Safety for antenna/receiver space on the County tower.

Summary Recommendation: Staff recommends Renewal of the Intergovernmental Agreement with GA Dept. of Public Safety for antenna/receiver space on the County tower

Executive Summary/Background:
- The County has an intergovernmental agreement in place with the Georgia Department of Public Safety for antenna/receiver space on the County tower. The term of the intergovernmental agreement is July 1 2018 to June 30 2019 with eight (8) additional one-year renewals at the end of each term unless otherwise cancelled.
  This is for the third renewal from July 1, 2021 to June 30, 2022.
- The fee for the space is $1.00 per year.
- The County provides standard utility power and back-up generator.

Alternatives for Commission to Consider:
1. Board approval to renew the intergovernmental agreement with the Georgia Department of Public Safety for antenna/receiver space for the period July 1 2021 through June 30 2022.
2. Do not approve the agreement

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / EEMA

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

Attachments:
1. Intergovernmental agreement with the Georgia Department of Public Safety
2. Renewal Request Letter from the Department of Public Safety Administrative Services
INTergovernmental Agreement

This INTergovernmental Agreement (hereinafter “Agreement”) is made and entered into this ____ day of __________, 2019, by and between Effingham County (hereinafter “Landlord”) and the Georgia Department of Public Safety, a department of the executive branch of the State of Georgia whose address for purposes of this Agreement is 959 United Avenue SE, Atlanta Georgia 30316 (hereinafter “Tenant”).

WHEREAS, Landlord is the custodial agent of certain land located at 181 Recycle Way, Guyton Effingham County, Georgia 31312, Latitude 32°16'56.9" North, Longitude 081°21'41.2" West as shown on Exhibit “A”, attached hereto and incorporated herein by reference, improved with a radio communications tower and equipment building (said radio communications tower and equipment building are hereinafter collectively referred to as the “Premises”); and

WHEREAS, Landlord desires to lease space to Tenant at said Premises, and Tenant desires to lease the “Premises Space” on the terms and conditions stated herein; and

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

1. USE OF RADIO COMMUNICATIONS TOWER

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

2. TERM

This Agreement shall commence on the 1 July 2018 (the “Commencement Date”). This Agreement shall end at 11:59 p.m. on the 30 June 2019 (the “Expiration Date”) unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the “Term.”

3. LANDLORD’S FAILURE TO DELIVER PREMISES

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

[DPS Tenant IGA form 4.24.19]
and the time the Landlord delivers possession of the Premises to the Tenant.

4. **RENT**

For the rights herein granted by Landlord to Tenant, for and during the Term of this Agreement, Tenant shall pay to Landlord the amount of One Dollar and 00/100 ($1.00) per year (hereinafter referred to as “Rent”). All monthly rentals due hereunder shall be paid in advance on or before the 1st day of each calendar month during the Term of this Agreement.

5. **RENEWAL OPTIONS**

Tenant shall have no option to renew or extend the Term of this Agreement.

Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for eight (8) additional periods of one (1) year each (hereinafter referred to as “Renewal Option(s)”). Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the Section below. Notice of Tenant’s desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any renewal or extension Term thereof, or five (5) days after the Governor signs the annual appropriations bill, whichever occurs later, but in no case shall Tenant’s Notice be provided to Landlord later than June 30th of the Term, or the then current Renewal Option. It is further provided that this Renewal Option may be exercised by Tenant only in the event that all rents have been fully paid and all Provisions of this Agreement on the part of Tenant have been fully and faithfully performed, kept and observed by Tenant. Unless otherwise specified, the initial Term as provided above and any and all effective Renewal Option(s) are hereinafter collectively referred to as the “Term.”

6. **RENEWAL RENTAL RATE**

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

a. State Fiscal Year 2020 (beginning July 1, 2019 and ending June 30, 2020) $1.00 per year.
b. State Fiscal Year 2021 (beginning July 1, 2020 and ending June 30, 2021) $1.00 per year.
c. State Fiscal Year 2022 (beginning July 1, 2021 and ending June 30, 2022) $1.00 per year.
d. State Fiscal Year 2023 (beginning July 1, 2022 and ending June 30, 2023) $1.00 per year.
e. State Fiscal Year 2024 (beginning July 1, 2023 and ending June 30, 2024) $1.00 per year.
f. State Fiscal Year 2025 (beginning July 1, 2024 and ending June 30, 2025) $1.00 per year.
g. State Fiscal Year 2026 (beginning July 1, 2025 and ending June 30, 2026) $1.00 per year.
h. State Fiscal Year 2027 (beginning July 1, 2026 and ending June 30, 2027) $1.00 per year.
7. **TENANT'S RIGHT OF ACCESS**

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

8. **OPERATION OF EQUIPMENT**

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

[DPS Tenant IGA form 4.24.19]
hereby agree that Tenant shall have the right to then immediately terminate this Agreement without further obligation by Tenant.

9. EQUIPMENT STIPULATIONS

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

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

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

10. UTILITIES

Landlord agrees to pay all utilities associated with the use of the Premises under this Agreement.

11. END OF TERM

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

12. MAINTENANCE, DAMAGE OR DESTRUCTION

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

13. LIABILITY

[DPS Tenant IGA form 4.24.19]
In connection with Tenant’s use of Premises, Landlord shall not be liable to Tenant for any loss or
damage, regardless of cause, except damage caused by Landlord’s negligence.

14. INSURANCE

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

15. LIENS

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

16. EMINENT DOMAIN

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

17. DEFAULT

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

18. NOTICES

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

[DPS Tenant (GA form 4.24.19)]
If to Landlord: Effingham County Board of Commissioners  
Attn: Stephanie Johnson  
601 North Laurel Street  
Springfield, Georgia 31329-6816  
(912) 754-2123

If to Tenant: Georgia Department of Public Safety  
Attn: Communications Director  
959 United Avenue, SE  
Atlanta, Georgia 30316  
Telephone Number: (404) 430-8235  
Alternative: (404) 624-7080

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

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

19. ASSIGNMENT

Except to another entity within the State Government of Georgia, Tenant shall not assign this Agreement or sublet the Premises Space or any part thereof without prior written consent of the Landlord, which shall not be unreasonably withheld. An assignee or sublessee shall be bound by the same conditions of this Agreement as Tenant. Assignment of or subleasing in no way relieves Tenant of all the terms and conditions of this Agreement.

20. WAIVER

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

21. BINDING EFFECT

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

22. GEORGIA AGREEMENT

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

23. SEVERABILITY

[DPS Tenant IGA form 4.24.19]
Should any provision of this Agreement be deemed invalid or unenforceable by any court of competent jurisdiction, such invalidity shall not be construed to render any other provision invalid or unenforceable.

24. ENTIRE AGREEMENT

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

(Signatures begin on next page and remainder of page is intentionally blank)
IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the parties keeping one of the duplicate originals.

Signed, sealed and delivered as to Landlord in the presence of:

Unofficial Witness

Notary Public
My Commission Expires: 8/12/22

(Affix and Impress Notary Public Seal Here)

LANDLORD:
Effingham County, Georgia

By: Wesley M. Corbitt
Name: Wesley M. Corbitt
Title: Chairman

Attest: S. Johnson
Name: Stephanie Johnson
Title: County Clerk

Signed, sealed and delivered as to Tenant in the presence of:

Unofficial Witness

Notary Public
My Commission Expires: 10/29/21

(Affix and Impress Notary Public Seal Here)

TENANT:
The Georgia Department of Public Safety

By: 
Name: 
Title: Mass Assisant DPS

Attest: 
Name: Joan G. Crumpler
Title: Deputy Legal Director, DPS
EXHIBIT A

[Radio Communication Tower Location]
EXHIBIT B
[Inventory of Equipment]

1. 1- Base Radio

2. 1- Comprod 870-F2 VHF antenna

3. 1- 7/8” Coax
April 1, 2021

Effingham County
601 North Laurel Street
Springfield, Georgia 31329-6816

RE: Intergovernmental Agreement Number 000010 FY2022

Dear Ms. Johnson

The Intergovernmental Agreement dated June 10, 2019 by and between Effingham County, (“Landlord”) and the Department of Public Safety (“Tenant”) is up for renewal. This IGA provides that Tenant may lease space on Landlord’s premises, as shown on Exhibit “A” to the agreement, including space on Landlord’s radio communications tower and in Landlord’s equipment building.

The IGA includes the following language in Section 5, Renewal Options:

Landlord hereby grants Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for eight (8) additional periods of one (1) year each (hereinafter referred to as “Renewal Option(s)”). Said Renewal Option(s) shall be upon the same Provisions as set forth herein, and the monthly rental rate for said Renewal Option shall be as provided in the Section below. Notice of Tenant’s desire to exercise the Renewal Option shall be given to Landlord either forty-five (45) days prior to the Expiration Date of the original Term of this Agreement or of any renewal or extension Term thereof, or five (5) days after the Governor signs the annual appropriations bill, whichever occurs later, but in no case shall Tenant’s Notice be provided to Landlord later than June 30th of the Term, or the then current Renewal Option.

The Department of Public Safety hereby notifies you of its desire, as Tenant, to exercise its option to extend the Term for a 12-month period beginning July 1, 2021 and ending June 30, 2022 under the same terms, conditions, and provisions of the IGA, including the rental rate of One Dollar and 00/100 ($1.00) per year.

If you have any questions, you are welcome to contact me at 404-624-7080.

Sincerely,

Thomas Crafton, Director of Facilities, DPS

TC:amf
Staff Report

Subject: Consideration to renew the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff’s Office for FY21.

Author: Alison Bruton, Purchasing Agent

Department: Purchasing / ECSO

Meeting Date: 05-4-2021

Item Description: Consideration to renew the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff’s Office for FY22.

Summary Recommendation: Staff recommends renewal of the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff’s Office for FY22.

Executive Summary/Background:
- Unfortunately school violence is a key issue in today’s society. There is a need for proactive planning for preventing future school violence. This agreement shows the commitment to collaboration between government entities to help protect children.
- The Agreement commenced in 2018 and allows for annual renewals from July 1 to June 30 each year unless 60 days written notice if given by either party.
- The BOE has a total of 8 school resource officers.
- The FY21 projected budget is approx. $603,265.03
  a. BOE share 75% = $452,448.77
  b. BOC share 25% = $150,816.26
- The agreement has been previously reviewed and approved by the County Attorney.

Alternatives for Commission to Consider:
1. Board approval to allow the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff’s Office to renew for fiscal year 22.
2. Do not renew the intergovernmental agreement between the Effingham County School District, Effingham County BOC and the Effingham County Sheriff’s Office for fiscal year 22.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Purchasing / ECSO

Funding Source: Department 17.

Attachments: Agreement
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE EFFINGHAM COUNTY SCHOOL DISTRICT, EFFINGHAM COUNTY, AND THE EFFINGHAM COUNTY SHERIFF'S OFFICE

THIS AGREEMENT made and entered into this 2nd day of October, 2018, by and between EFFINGHAM COUNTY, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter "the County"), EFFINGHAM COUNTY SHERIFF’S OFFICE, acting by and through Jimmy McDuffie in his official capacity as Sheriff of Effingham County, Georgia (hereinafter “the Sheriff’s Office”), and EFFINGHAM COUNTY SCHOOL DISTRICT, acting by and through its duly elected Board of Education (hereinafter the “School District”),

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that a county, school district, or other political subdivision of the State of Georgia, may contract with one another for the provision of services, and for the use of facilities which the county, school district, or other political subdivision is authorized by law to provide; and

WHEREAS, the Sheriff, through the Sheriff’s Office and in coordination with the School District, has instituted and established a School Resource Deputy Program (“the SRD Program”) that provides for the placement of Sheriff’s Office certified law enforcement officers (“SRDs”) within the School District; and

WHEREAS, the School District agrees to implement the SRD Program in certain School District schools; and

WHEREAS, the County, the Sheriff, and the School District desire to establish the guidelines of the SRD Program and have a mutual understanding of the particular roles of each entity in relation to the SRD Program.

NOW THEREFORE, for good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged and the mutual covenants and agreements contained in this Agreement, the parties do hereby agree as follows:

ARTICLE 1 - PURPOSE

The School District, the Sheriff’s Office, and the County agree that the purpose of the SRD Program is to provide resources and support for School District students, teachers, and staff in law enforcement related matters. These resources and support include: allowing students to build positive relationships with law enforcement officers, in the form of SRDs, in a non-confrontational setting; protecting persons and property on School District grounds; gathering information concerning criminal activity involving School District grounds; and generally enforcing the laws of the State of Georgia as well as agreed upon county ordinances on and around School District grounds. For the purposes of this Agreement, the term "Regular Academic Session" shall mean each period beginning the week prior to the first day of class and ending one week after the last day of class is in regular session at the end of the school calendar, each such period being comprised of 190 School District business days.

ARTICLE 2- POLICY

It is the policy of the Sheriff’s Office to maintain a minimum of eight (8) SRDs for the School District. One SRD each shall be assigned to the three middle schools. One SRD each shall be
assigned to the two high schools. One SRD shall be assigned to the Effingham College & Career Academy. One SRD each shall be assigned to Effingham County High School/Effingham County Middle School and South Effingham High School/South Effingham Middle School, as well as assisting with any other school in the School District as needed. All eight SRDs shall assist with the elementary schools as needed.

ARTICLE 3- CHAIN OF COMMAND

The SRD Program is part of the Sheriff's Office, and all SRDs shall follow the chain of command of the Sheriff's Office. Each SRD shall coordinate activities with the school's administration. All school related activity must be coordinated by each SRD with the principal's office. When an SRD perceives that law enforcement action is required at a school, he/she shall take such action and then notify the principal of the actions taken as soon as reasonably possible thereafter. The SRDs are first and foremost law enforcement officers and employees of the Sheriff's Office and, while performing duties as SRDs, will remain employees of the Sheriff's Office with all rights, benefits, and privileges attaching thereto. At any time during which the School District is not in Regular Academic Session, each SRD will report to the Sheriff's Office and perform duties as assigned by and through the Patrol Division chain of command and receive law enforcement and SRD training. Upon request by the School District, scheduling and time permitting, the SRD shall be available for additional School District related duties at extracurricular activities as designated by school officials during the period when the School District is not in Regular Academic Session including sporting events, school registration, and summer school. SRD duties for extracurricular events and compensation therefor shall be governed by a separate School Function Security Agreement agreed upon and executed by the Sheriff's Office and School District.

ARTICLE 4- SELECTION OF PERSONNEL AND MINIMUM REQUIREMENTS

The Sheriff, based upon criteria to be mutually established by the Sheriff's Office and the School District, shall appoint SRDs. SRDs will be sworn and certified law enforcement officers and will possess, at a minimum, these qualifications:

§ Peace Officers Standards and Training (POST) Certification
§ Demonstrated ability to work well with young people and educators
§ Demonstrated maturity and no history of conduct unbecoming a deputy
§ Skills in interpersonal relationships
§ Skills in de-escalation of conflict and in conflict resolution
§ Must adhere to the Sheriff's Office principle that a balanced approach be taken between law enforcement activity and maintaining healthy community relations with citizens

ARTICLE 5- DISMISSAL OF SRDs

In the event that a principal of a school to which an SRD is assigned believes that the assigned SRD is not effectively performing his/her duties and responsibilities, the superintendent of schools shall notify the SRD Supervisor, as designed by the Sheriff. Within a reasonable amount of time after receiving such notification from the superintendent, the SRD Supervisor shall advise the Sheriff of the superintendent's concerns. If the Sheriff so desires, the superintendent and the Sheriff, or their designees, may meet with the SRD to mediate or resolve any problems they may determine exist. Additionally, the SRD assigned to the school may immediately be re-assigned to another post by the Sheriff.
ARTICLE 6- SRD DUTIES AND RESPONSIBILITIES

Each SRD shall have the following duties and responsibilities, in addition to those described elsewhere in this Agreement:

$ Provide School District students, faculty, staff, and visitors with the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting.

$ Act as a deterrent to crime in school buildings, on school grounds, and in communities surrounding schools, not only through their uniformed presence, but also by developing positive relationships with School District students, faculty, and staff, and the communities surrounding the schools.

$ Provide classroom instruction and act as a resource for information for School District students, faculty, and staff concerning law enforcement topics.

$ Provide for the safety and security of School District students, faculty, staff, and visitors, including sporting events and extracurricular activities.

$ Make himself/herself available, as time permits, for conferencing with students, parents, and faculty members in order to assist them with issues of a law enforcement and crime prevention nature.

$ Respond to emergency situations that arise on School District grounds and take whatever appropriate law enforcement action is reasonable to resolve such situations.

$ Assist the Sheriff's Office in the investigation of any crimes which occur on School District grounds; the SRD will contact additional law enforcement personnel to assist him/her as determined to be needed by the SRD.

$ Enforce the law of the State of Georgia.

$ Communicate with school administrators about law enforcement concerns on School District grounds.

$ Be present on school grounds during the hours of 8:00 am to 4:00 pm during the Regular Academic Session when classes are in session, unless away on school-related business or when a situation occurs where law enforcement must respond.

$ As needed, conduct formal interviews of School District students in accordance with Sheriff's Office policies.

$ Assist all local, state, and federal law enforcement agencies conducting interviews, arrests, or other actions related to the School District in accordance with Sheriff's Office policies.

$ Maintain a “zero tolerance” policy on all criminal gang activities, illegal drug activities, and weapons on School District grounds. Criminal charges will be filed by the SRD regarding such activities as appropriate and case files sent to the courts of proper jurisdiction.

$ It is acknowledged that a SRD may be called on as a witness or to participate in the School District's disciplinary or truancy processes. However, the disciplining of students for violations of School District policies is solely the responsibility of the School District. A School principal may contact the SRD if he/she believes that an incident involves a violation of Georgia law, after which the SRD shall determine whether a law enforcement response is appropriate. SRDs are not to be utilized by the School District for enforcing School District policies or monitoring the duties of School District employees. Violations of School District policies observed by the SRD shall be brought to the attention of the appropriate School District administrator.

$ Each SRD shall be responsible for the scheduling of off duty assignments for his/her school.

$ Attend pre-planning meetings with administration and instruction staff of the SRD's assigned schools for a complete orientation of the SRD Program as needed or when
ARTICLE 7- SCHOOL DISTRICT DUTIES AND RESPONSIBILITIES

The School District shall provide to each SRD the following materials, training, and facilities, which are deemed essential to the performance of the SRD’s duties:

$  A reasonable work space at the school
$  A copy of relevant School District policies and procedures
$  School operations training

ARTICLE 8- SHERIFF’S OFFICE AND COUNTY’S DUTIES AND RESPONSIBILITIES

$  Provide the SRD with the usual and customary office supplies and forms required for the performance of the SRD’s duties
$  Provide uniforms and equipment required of law enforcement personnel
$  Provide a vehicle, fuel, and maintenance
$  Provide law enforcement and SRD training
$  Provide Liability and Workers’ Compensation Insurance coverage for the SRDs

ARTICLE 9- REVIEW OF SRD PROGRAM

SRD evaluations will occur in June of each year. A SRD supervisor will perform all evaluations.

ARTICLE 10- COMPENSATION

Unless otherwise provided in a separate School Function Security Agreement, all compensation including overtime pay due to SRDs for work performed pursuant to this Agreement, as well as insurance and other benefits, if any, shall be paid to the SRDs by the Sheriff’s Office in accordance with the Sheriff’s Office payroll procedures. The School District shall pay seventy-five percent (75%) and the County shall pay twenty-five percent (25%) of the total cost described in this paragraph. The County will invoice the School District twice per year for its share of all compensation paid to the SRD for his or her work related to the School District. The School District shall pay each invoice within thirty (30) days of receipt.

Extracurricular activities for which the SRD is requested by school administrators to perform additional work outside the SRD’s regular duty day during the Regular Academic Session will be solely at the option of the SRD and is governed by a separate School Function Security Agreement. SRDs performing work outside the SRD’s regular duty day for the School District will be expected to comply at all times with the standard operating procedures (SOPs) and other applicable employment policies of the Sheriff’s Office, and the SRD may be disciplined for violating any SOPs or other applicable policies while performing work outside the SRD’s regular duty day for the School District. Since the SRD will be in uniform and using equipment and vehicles of the Sheriff’s Office while performing work outside the SRD’s regular duty day for the School District, the SRD will be considered to be engaged in law enforcement activity and will be covered by the County's liability and workers' compensation insurance while performing such work. SRDs utilized by the Sheriff’s Office outside of schools and the Regular Academic Session will be paid by the County.

[Signature]
ARTICLE 11-TERM

This agreement will automatically renew for successive one-year terms commencing on July 1st and ending on June 30th each year unless any party provides a notice of non-renewal to the other parties at least sixty (60) days prior to the end of the then-current term.

ARTICLE 12- INDEMNIFICATION

Each party does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the other parties, their officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever arising out of the performance of this Agreement, except as would relate to any injury, claim, action, lawsuit, damage, judgment, or liability caused by or contributed to by a negligent, reckless, or intentional act of the complaining party, its officers, agents, servants, or employees to the extent of such negligent, reckless, or intentional act.

ARTICLE 13- ASSIGNMENT OR TRANSFER

The rights, privileges, and obligations under this Agreement shall not be assigned or transferred by any party provided, however, that this Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

ARTICLE 14- NOTICES

Any notices required or permitted pursuant to this Agreement shall be in writing and may be affected by U.S. mail or by facsimile. Mailed notices shall be deemed to have been received on the date of acknowledgment on any return receipt or three days after deposit in the U.S. mail with proper postage affixed, whichever date is earlier. Notices by facsimile shall be deemed to have been received on the date on the sending party's facsimile confirmation sheet.

$ To the School District:

Dr. Randy Shearouse, Superintendent
Effingham County School District
405 N. Ash Street
Springfield, Georgia 31329
Facsimile: (912) 754-7033

With a copy to:

James D. Kreyenbuhl, Esq.
Brennan, Harris & Rominger LLP
P.O. Box 2784
Savannah, Georgia 31402
Facsimile: (912) 236-4558

$ To Effingham County:

[Signature]
County Administrator
601 N. Laurel Street
Springfield, Georgia 31329
Facsimile: (912) 754-4157

With a copy to:

Edward L. Newberry, Jr., Esq.
The Newberry Law Firm, P.C.
P.O. Box 790
Springfield, Georgia 31329
Facsimile: (912) 407-0379

To the Sheriff’s Office:

Sheriff Jimmy McDuffie
130 E. 1st Street
Springfield, Georgia 31329
Facsimile:

With a copy to:

Edward L. Newberry, Jr., Esq.
The Newberry Law Firm, P.C.
P.O. Box 790
Springfield, Georgia 31329
Facsimile: (912) 407-0379

ARTICLE 15- GENERAL PROVISIONS OF THIS AGREEMENT

The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience, and ease of reference, and shall be disregarded in the construction of this Agreement.

No failure of any party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by another party with this Agreement, and no custom or practice of any party at variance with the terms and conditions of this Agreement, shall constitute a waiver of any such party’s right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this Agreement.

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

Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and among the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

This Agreement may be executed in multiple counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.
ARTICLE 16- ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties, and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

ARTICLE 17- SEVERABILITY OF TERMS

In the event that any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

ARTICLE 18 - IMMUNITY

Nothing contained in this Agreement shall be deemed to be a waiver of any immunity to which the parties, their officials, or employees are legally entitled.

In conclusion: The SRDs work for the Sheriff in conjunction with the School District Board of Education. The SRDs enforce Georgia State Laws and County Ordinances. The SRD does not enforce School District policies.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

EFFINGHAM COUNTY SHERIFF’S OFFICE

By: Jimmy McDuffie, Sheriff

EFFINGHAM COUNTY BOARD OF COMMISSIONERS

By: Reginald L. S.

EFFINGHAM COUNTY SCHOOL DISTRICT

By: Dr. Randy Shearouse, Superintendent
Staff Report

Subject: Revision of Effingham County Human Resources Standards of Practice 6.08, Personal Appearance
Author: Vicki Dunn, Human Resources Director
Department: Human Resources
Meeting Date: April 20, 2021
Item Description: Revision of HR Standards of Practice 6.08 – Personal Appearance

Summary Recommendation:
Staff is requesting to amend the current HR Standards of Practice 6.08 – Personal Appearance to additional language outlining what is considered proper dress while at work or at business related functions.

Executive Summary/Background
Human Resources Standards of Practice 6.08 – Personal Appearance, provides guidance on the acceptable dress of all employees while at work or at business related functions.

This policy has been reviewed and approved by the County Manager and as true to form by the County Attorney.

Alternatives for Commission to Consider
1. Approve the revision to Human Resources Standards of Practice 6.08 – Personal Appearance
2. Disapprove the revision and provide guidance to staff.

Recommended Alternative:
Staff recommends Alternative 1.

Other Alternatives:
1. Make no changes to current policy

Department Review: County Manager and County Attorney

Funding Source: No funding impact

Attachments: Current HR Standards of Practice 6.08 – Personal Appearance Revised, Red-Lines HR Standards of Practice 6.08 – Personal Appearance
6.08 – PERSONAL APPEARANCE

A. STANDARD

Maintaining a professional businesslike appearance is important to the success of the County. Employees contribute to the corporate culture and reputation in the way they present themselves. The image we project must demonstrate we are the most professional, productive, thorough and reliable provider of service in our chosen markets. Appearance and hygiene is a major element of our image. Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image the County presents to customers and visitors. To this end, it is the policy of the County that an employee’s dress and grooming should be, in the County’s opinion, appropriate to his or her work situation.

During business hours or when representing the County, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with department heads, customers or visitors in person.

The Effingham County Board of Commissioners recognizes the importance of individually held religious beliefs to persons within its workforce. The County will reasonably accommodate an employee’s religious beliefs in terms of workplace attire unless the accommodation creates and undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for employees. Those requesting a workplace attire accommodation based on religious beliefs should be referred to the Human Resources Department.

B. PROCEDURES

Basic elements for appropriate and professional business attire include socks or stockings and clothing that is in neat and clean condition. Basic guidelines for appropriate
workplace dress do not include tight or short pants, tank tops, halter tops, low-cut blouses or sweaters, or any extreme style or fashion in dress, footwear, accessories, fragrances or hair. All employees are expected to comply with this dress code in a manner consistent with their gender identity and expression.

1. Hair should be clean, combed and well maintained in a businesslike style.

2. Mustaches and beards must be clean, well-trimmed and neat.

2. Employees are expected to dress in a business casual manner.

   a. Office Personnel

      (1) Shirts with collars, business casual crewneck or V-neck shirts, blouses, golf and polo shirts.

      (2) Casual slacks and trousers without holes, frays, etc. Jeans may be worn on Fridays but must be clean, in good condition, without holes, fraying, bleach stains, etc.

      (3) Casual slip-on or tie shoes, dressy sandals with heel straps, and clean athletic shoes are acceptable. Shoes should be clean, neat (not well worn) and appropriate for the work situation.

   b. Field Personnel

      Employees that are required to work in the field are required to wear appropriate clothing. Casual loose fitting, khaki type (blue, black or khaki) clothing, shorts of appropriate length, or pants are permitted.

   c. Uniformed Employees

      Employees required to wear a uniform are expected to wear it properly and in its entirety. Uniforms must be clean, pressed and neatly maintained at all times.
3. Inappropriate Attire – shorts, skorts, jeans (except those approved for field personnel and dress down days), sweat pants, T-shirts, halter tops, tank tops, short skirts and dresses (more than 3” inches above the knee), jogging attire, leggings or leggings as pants, flip-flops and similar items of casual attire, tight, revealing or otherwise inappropriate clothing, athletic wear, clothing that is ripped, frayed, stained or messy.

   a. Employees reporting to work dressed in an improper manner may be sent home by their supervisor to change clothing, or until further scheduled for work. If an employee is sent home to change clothing, the absence will not be paid unless the employee chooses to use their Paid Time Off. Violations of this policy may also result in disciplinary action, up to and including termination.

   b. The enforcement and administration of this policy shall be the responsibility of the Department Head/Elected Official. The County Manager reserves the right in all situations to make the determination regarding whether any employee is in violation of this policy.

   The enforcement and administration of this policy shall be the responsibility of the Department Head/Elected Official, Human Resources Department and/or County Manager.
STAFF REPORT

Subject: ACCG Worker’s Compensation Policy
Author: Vicki Dunn, Human Resources Director
Department: Human Resources
Meeting Date: May 4, 2021
Item Description: Update to Effingham County Board of Commissioners Worker’s Compensation policy through ACCG.

Summary Recommendation: Staff is requesting approval of an amendment to our ACCG Worker’s Compensation Policy.

Executive Summary/Background
Upon review of the current ACCG Worker’s Compensation Policy and Resolution we found not all of our eligible volunteers were covered under our policy. We have proposed the Resolution to ensure we are providing the proper coverage for our volunteers. The addition of the categories to our Worker’s Compensation Policy is done by resolution. Therefore, a formal ACCG Group Self Insurance Worker’s Compensation resolution incorporating the eligible categories is made to amend the policy accordingly.

This Resolution has been reviewed and approved by the ACCG Group Self Insurance Worker’s Compensation staff.

Alternatives for the Commission to Consider:
1. Approve the Resolution to amend the ACCG Group Self Insurance Worker’s Compensation policy.
2. Provide Staff with direction.

Recommended Alternative:
Staff recommends Alternative 1.

Other Alternatives:
N/A

Department Review: County Manager, County Attorney, ACCG Worker's Compensation Account Representative

Funding Source: General Fund. Will be slight increase in Worker’s Compensation insurance, approximately $1,000.00 per year.

Attachments: ACCG Group Self Insurance Worker’s Compensation Policy Resolution
STATE OF GEORGIA
EFFINGHAM COUNTY

RESOLUTION AUTHORIZING VOLUNTEERS AND ELECTED OFFICIALS TO BE COVERED BY THE ACCG – GROUP SELF INSURANCE WORKER’S COMPENSATION FUND AND FOR OTHER PURPOSES

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, in regular meeting assembled and pursuant to lawful authority thereof, as follows:

WHEREAS, the Board of Commissioners of Effingham County wish to designate the following individuals covered under the Worker’s Compensation Laws of the State of Georgia:

Volunteer Firefighters,

Volunteer Law Enforcement Personnel that are POST Certified,

Volunteer members, or workers of an emergency management or civil defense organization, emergency medical service, or rescue organization,

Elected County officers and elected members of the governing authority.

BE IT FURTHER RESOLVED all resolutions or parts of Resolutions in conflict herewith are repealed.

This ______day of May 2021.

BOARD OF COMMISSIONERS
EFFINGHAM COUNTY, GEORGIA

_________________________________
Wesley M. Corbitt, Chairman

ATTEST:
_________________________________
Stephanie D. Johnson
County Clerk
Staff Report

Subject: Approval and publication of Human Resources Standards of Practice 2.26, Diversity, Equity and Inclusion Policy
Author: Vicki Dunn, Human Resources Director
Department: Human Resources / Risk Management
Meeting Date: May 4, 2021
Item Description: Approval and publication of HR Standards of Practice 2.26, Diversity, Equity and Inclusion Policy

Summary Recommendation:
Staff is requesting authorization to publish HR Standards of Practice 2.26, Diversity, Equity and Inclusion Policy.

Executive Summary/Background
This policy outlines the importance of accepting the different life experiences, knowledge, and unique capability our employees bring to the County and ensuring we recognize these differences and have respectful communication and cooperation between all employees at all levels.

This policy has been reviewed and approved as true to form by the County Attorney and has been reviewed and approved by the ACCG HR Attorney.

Alternatives for Commission to Consider
1. Approve the policy and authorize publication and distribution.
2. Disapprove the policy and provide guidance to staff.

Recommended Alternative:
Staff recommends Alternative 1.

Other Alternatives:
None

Department Review: County Manager, County Attorney, ACCG HR Attorney

Funding Source: No funding impact

Attachments: HR Standards of Practice 2.26, Diversity, Equity and Inclusion Policy
### Standards of Practice: Section 2.26

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<td>Supersedes Policy Dated:</td>
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<table>
<thead>
<tr>
<th>Title: Diversity, Equity and Inclusion Policy</th>
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<tbody>
<tr>
<td>Approved By Effingham County Board of Commissioners</td>
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</table>

### 2.26 – DIVERSITY, EQUITY AND INCLUSION POLICY

#### A. PURPOSE

The Effingham County Board of Commissioners is committed to fostering, cultivating and preserving a culture of diversity, equity and inclusion.

Our employees are the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capability and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and achievement as well.

#### B. STANDARD

We embrace and encourage our employee’s differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The Effingham County Board of Commissioners’ diversity initiatives are applicable but not limited to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs, layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

1. Respectful communication and cooperation between all employees.
2 Teamwork and employee participation, permitting the representation of all groups and employee perspectives.

3 Work/life balance through work schedules to accommodate employee’s varying needs.

4 Employer and employee contributions to the communities we serve to promote a greater understanding and respect for the diversity.

**C. GUIDELINES**

All employees of the Effingham County Board of Commissioners have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other County sponsored and participative events. All employees are also required to attend and complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action, up to and including termination.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the County’s diversity policy and initiatives should seek assistance from their supervisor/department head or Human Resources.
Staff Report

Subject: FY21 Budget Amendment
Author: Christy Carpenter, Finance Director
Department: Finance Department
Meeting Date: 05/04/2021
Item Description: Consideration to approve an amendment to the FY2020-2021 Budget.

Summary Recommendation:
Staff is requesting approval of an amendment to the FY2020-2021 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:
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. Parks & Landscapes
   a. Funding replacement of playground equipment at 119 Annex in the amount of $16,168.

Alternatives for Commission to Consider:
1. Approve the Resolution to amend the budget for 2020-2021.
2. Provide Staff with Direction

Recommended Alternative: Staff recommends Alternative number 1

Other Alternatives: N/A

Department Review: Parks, Finance, County Manager

Funding Source: Special Tax District Fund Balance

Attachments: 2020-2021 Budget Amendment Resolution
RESOLUTION TO AMEND THE FY2020-2021 BUDGET

WHEREAS, the FY 2020-2021 budget of Effingham County was adopted on June 2nd, 2020 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:

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<th>ACCT NO.</th>
<th>AMOUNT</th>
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<td>Parks</td>
<td>270-38-9015</td>
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<td>Playground Equip – 119 Annex</td>
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</table>

The amendment is to reflect the funding to replace playground equipment at 119 Annex. The funding is provided from fund balance.

Approved this ______ day of ___________ 2021.

Attest:

Stephanie D. Johnson, County Clerk

Wesley M. Corbitt, Chairman
Staff Report

Subject: MOU between Effingham County and Georgia Hi-Lo Trail, Inc. for the Effingham County section of the Georgia Hi-Lo Trail Comprehensive Master Plan

Author: Alison Bruton, Purchasing Agent

Meeting Date: May 4, 2021

Item Description: Acceptance of MOU between Effingham County and Georgia Hi-Lo Trail, Inc.

Summary Recommendation: Staff recommends Acceptance of MOU between Effingham County and Georgia Hi-Lo Trail, Inc. for the Effingham County section of the Georgia Hi-Lo Trail Comprehensive Master Plan

Executive Summary/Background:

- The vision of the Georgia Hi-Lo Trail, Inc. is to connect two trail projects to form a 250 mile paved, off-road multi-use path through small Georgia towns from Athens to Savannah. The planned Georgia Hi-Lo Trail starts at the end of the Firefly Trail in Union Point, Georgia and continues through eight counties for 211 miles to Savannah, Georgia. The proposed trail route is shown on the attached map.
- The MOU specifies that Effingham County will provide $3,250 of funding towards the study to develop a master plan for the Georgia Hi-Lo Trail. The study is being funded 50% by counties and municipalities that are proposed to be served by the trail with 50% match from private entities. The total estimated cost of the study is $120,000.
- The County will provide a staff member to serve on the Georgia Hi-Lo Trail steering committee.
- The Georgia Hi-Lo Trail will partner with the PATH Foundation to complete the study. Chatham County will be recognized as a supporter and partner of the Georgia Hi-Lo Trail in all promotional materials.
- The deliverables of the study include a master plan, maps and conceptual plans for the proposed trial network.
- The County Attorney has reviewed the MOU as to legal form.

Alternatives for Commission to Consider

1. Acceptance of MOU between Effingham County and Georgia Hi-Lo Trail, Inc. for the Effingham County section of the Georgia Hi-Lo Trail Comprehensive Master Plan
2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: County Manager, Finance

Funding Source: A budget amendment will be necessary to utilize fund balance.

Attachments:

1. MOU between Effingham County and Georgia Hi-Lo Trail, Inc.
2. Map of proposed trail
3. Additional Information
Agreement Between the Following:

Georgia Hi-Lo Trail, Inc.

AND

Effingham County, Georgia

FOR

Effingham County section of Georgia Hi-Lo Trail Comprehensive Master Plan

I. PURPOSE:

Effingham County hereby supports the Georgia Hi-Lo Trail with funding for the development of the Effingham County section of the Georgia Hi-Lo Trail Master Plan.

II. FEES AND PAYMENT SCHEDULE:

Effingham County will pay Georgia Hi-Lo Trail $3,250. All fees and expenses for this agreement will be paid by Effingham County using source funds. Payment will be made upon execution of this contract and submission of an invoice from Georgia Hi-Lo Trail.

III. TERM & TERMINATION

Effective Date: March 16, 2021 to September 29, 2021

Either party may terminate this Agreement by providing the other with thirty (30) days prior written notice.

IV. SCOPE OF WORK:

The vision of the Georgia Hi-Lo Trail, Inc. is to connect two trail projects to form a 250 mile paved, off-road multi-use path through small Georgia towns from Athens to Savannah. The planned Georgia Hi-Lo Trail starts at the end of the Firefly Trail in Union Point, Georgia and continues through eight counties for 211 miles to Savannah, Georgia. The draft trail route proposes that the Georgia Hi-Lo trail be located in Effingham County, entering from the east and connecting to the old Central of Georgia rail corridor, which is roughly 26-miles north-to-south through Effingham County, passing through Guyton, Georgia. Georgia Hi-Lo Trail, Inc. will be undertaking a master planning process and intends to contract with the PATH Foundation for this work. The development of a master plan for the Georgia Hi-Lo Trail aligns with the Effingham County’s alternative transportation strategy.

Effingham County will provide funding to the Georgia Hi-Lo Trail for a portion of the cost of developing the trail master plan. The study is being funded 50% by counties and municipalities that are proposed to be served by the trail with 50% match from private entities. The total estimated cost of the study is $120,000.

1) RESPONSIBILITIES OF EFFINGHAM COUNTY:
i. Provide funding to Georgia Hi-Lo Trail to support the cost of developing the Effingham County section of the trail master plan.
ii. Participate in the Georgia Hi-Lo Trail steering committee as requested by Georgia Hi-Lo Trail leadership.
iii. Communicate about the Georgia Hi-Lo Trail to Effingham County and City of Guyton leadership to enhance community support and engagement around the trail.

2) RESPONSIBILITIES OF GEORGIA HI-LO TRAIL, INC.:

i. Engage PATH Foundation to develop the Georgia Hi-Lo Trail Master Plan.
ii. Include Effingham County representatives on the Georgia Hi-Lo Trail steering committee.
iii. Include Effingham County in all supportive and promotional material regarding the development of the Georgia Hi-Lo Trail Master Plan, as appropriate.
iv. Keep Effingham County informed about implementation of the master planning process and include them in stakeholder meetings.

3) DELIVERABLES to be provided to EFFINGHAM COUNTY:

i. Copy of the master plan document (hard copy and digital).
ii. Copy of any Effingham County specific maps or conceptual plans.
iii. Digital copy of the recommended amenities package (benches, trash receptacles, bollards, bike racks, and pet waste stations).
iv. Digital copy of the conceptual image of all trail signage.

V. CONFLICT RESOLUTION

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Contract, including but not limited to payment disputes, through negotiations between senior management of the parties.

VI. NOTICE

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand, or three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the addresses set forth below or to such other address as a party may designate by notice pursuant hereto.

FOR EFFINGHAM COUNTY:
Effingham County Board of Commissioners
601 N Laurel Street
Springfield, Georgia 31329

FOR GEORGIA HI-LO TRAIL, INC.:
C/O: Mary Charles Howard, Executive Director
7913 Hwy 15 North
Warthen, GA 31094
VII. AMENDMENT IN WRITING

No amendment, waiver, termination or discharge of this Contract, or any of the terms or provisions hereof, shall be binding upon either Party unless confirmed in writing. Nothing may be modified or amended, except by writing executed by both Parties.

X. CONTRACT ASSIGNMENT

The Parties to this Agreement shall not assign this Contract, in whole or in part, without the prior written consent of the Georgia Hi-Lo Trail, Inc., and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

XI. SEVERABILITY

Any section, subsection, paragraph, term, condition, provision, or other part of this Contract that is judged, held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect as set out herein.

XII. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or contracts. No written or oral agreements, representatives, statements, negotiations, understandings, or discussions that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the Parties.

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year first written above.

Effingham County Board of Commissioners

BY: _________________________________

PRINTED NAME: Wesley Corbitt
TITLE: Chairman

Georgia Hi-Lo Trail, Inc:

BY: _________________________________

PRINTED NAME: Mary Charles Howard
TITLE: Executive Director
Staff Report

Subject: Award of Contract 21-25-002 for the Blue Jay & McCall Road Realignment to APAC-Atlantic, Inc.

Author: Alison Bruton, Purchasing Agent

Department: Public Works Department

Meeting Date: May 4, 2021

Item Description: Contract 21-25-002 for the Blue Jay & McCall Road Realignment to APAC-Atlantic, Inc.

Summary Recommendation: Staff recommends approval of Contract 21-25-002 with APAC-Atlantic, Inc. for the Blue Jay & McCall Road Realignment

Executive Summary/Background:

- On April 19, 2021, Effingham County accepted bids for the Blue Jay & McCall Road Realignment as designed by Parker Engineering.

- The full bid tabulation has been provided. Totals are as follows:
  - APAC-Atlantic, Inc. - $1,111,588.00
  - McLendon Enterprises, Inc. - $1,328,415.00
  - Griffin Contracting, Inc. - $1,383,522.00
  - Reeves Construction Company - $1,680,650.00

- The submittals have been reviewed by Parker Engineering and they have recommended award to APAC-Atlantic, Inc.

- The contract has been reviewed and approved to form by the County Attorney.

Alternatives for Commission to Consider:

1. Approval of Contract 21-25-002 with APAC-Atlantic, Inc. for $1,111,588.00 for the Blue Jay & McCall Road Realignment

2. Take no action.

Recommended Alternative: 1

Other Alternatives: 2

Department Review: Asst. County Manager, Finance, Purchasing

Funding Source: TSPLOST

Attachments:

1. Bid Tabulation
# Blue Jay Road/McCall Road Intersection - Bid Tabulation

<table>
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<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
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<td>$500.00</td>
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<td>$2,524.00</td>
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**TOTAL CONSTRUCTION COST**

- APAC: $1,111,588.00
- McLendon Enterprises: $1,328,415.00
- Griffin Contracting: $1,383,522.00
- Reeves Construction: $1,680,650.00
AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and
________________________
APAC-Atlantic, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

Reconfiguration of the roadway intersection of Blue Jay Road and McCall Road in Effingham County, Georgia,
including roadway demolition, pavement leveling, approximately 0.6 miles of full depth new paved roadway,
grading, drainage, striping and signage, and erosion control.

The Project for which the Work under the Contract Documents may be the whole or only a part is
generally described as follows: ITB 21-25-002 – Blue Jay Rd. and McCall Rd. Realignment

ARTICLE 2 – ENGINEER

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

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

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

3.02 Days to Achieve Completion and Final Payment

3.03 The Work will be completed within 200 calendar days from receipt of a Notice Proceed.

ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and
that Owner will suffer financial loss if the Work is not completed within the times specified in
Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays,
expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss
suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such
proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty),
Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph
4.02 above for Completion until the Work is complete.
ARTICLE 5 – CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total</th>
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<td>Clearing and Grubbing</td>
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<td>LS</td>
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<td>30,000.00</td>
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<td>7</td>
<td>Utilities Relocations and Coordination</td>
<td>1</td>
<td>LS</td>
<td>100.00</td>
<td>100.00</td>
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**TOTAL CONSTRUCTION COST $ 1,111,588.00 -**
ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Section 1.30 of the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the 1st of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.

   a. 90 percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the A/E, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the A/E. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and

   b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of 1 percent per annum.
ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

   1. This Agreement (pages 1 to 9, inclusive).
2. General Conditions (pages 1 to 7, inclusive).

3. Supplemental Conditions (pages 1 to 8 inclusive).


5. Addenda (numbers 1 to 2, inclusive).

6. Exhibits to this Agreement (enumerated as follows):
   a. Contractor’s Bid (pages 1 to 6 inclusive).
   b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 79, inclusive).

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   a. Notice to Proceed (pages 1 to 1, inclusive).
   b. Work Change Directives.
   c. Change Orders.

   B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

   C. There are no Contract Documents other than those listed above in this Article 9.

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

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

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

**ARTICLE 10 – COUNTY’S RIGHT TO SUSPEND OR TERMINATE WORK**

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

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

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

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

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

ARTICLE 11 – INDEMNIFICATION

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

ARTICLE 12 – INDEPENDENT CONTRACTOR

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

ARTICLE 13 – MISCELLANEOUS

13.01 Terms

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

13.02 Assignment of Contract

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

13.03 Successors and Assigns

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

13.04 Severability

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

13.05 Contractor’s Certifications

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

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

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

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

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on _________________ (which is the Effective Date of the Agreement).

COUNTY:
Effingham County Board of Commissioners
By: ____________________________
Title: Chairman

CONTRACTOR:

By: ____________________________
Title: ____________________________

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

Attest: ____________________________
Title: County Clerk

Address for giving notices: 601 N. Laurel Street
Springfield, GA 31329

Attest: ____________________________
Title: ____________________________

Address for giving notices: ____________________________
NOTICE TO PROCEED

TO:

RE: NOTICE TO PROCEED – CONSTRUCTION

ITB 21-25-002 – Blue Jay Rd. and McCall Rd. Realignment

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 by _________________. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquated” damages in an amount equal to $500.00 per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this _____day of __________, 2021

Effingham County Board of Commissioners

______________________________
Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: ________________________________

By: ______________________________________

Title: _____________________________________

Date of Acceptance: _______________________
**Staff Report**

**Subject:** Award of Contract 21-105-004 for Hodgeville Booster Pump Station Construction to Southern Civil, LLC.  
**Author:** Alison Bruton, Purchasing Agent  
**Department:** Water/Sewer Department  
**Meeting Date:** May 4, 2021  
**Item Description:** Contract 21-105-004 Approval for the Hodgeville Booster Pump Station Construction

**Summary Recommendation:** Staff recommends approval of Contract 21-105-004 with Southern Civil, LLC. for the Hodgeville Booster Pump Station Construction

**Executive Summary/Background:**
- On April 15, 2021, Effingham County accepted bids for the construction of the Hodgeville Booster Pump Station as designed by Thomas & Hutton.
- The full bid tabulation has been provided. Totals are as follows:
  - Southern Civil, LLC - $1,427,161.00
  - Petticoat-Schmitt Civil Contractors, Inc. - $1,512,690.00
  - Pinholster Construction, LLC dba PINCO - $1,592,547.00
  - BRW Construction Group, LLC - $1,791,177.00
- The submittals have been reviewed by Thomas & Hutton and they have recommended award to Southern Civil, LLC.
- The contract has been reviewed and approved to form by the County Attorney.

**Alternatives for Commission to Consider:**
1. Approval of Contract 21-105-004 with Southern Civil, LLC for $1,427,161.00 for the construction of the Hodgeville Booster Pump Station
2. Take no action.

**Recommended Alternative:** 1  
**Other Alternatives:** 2

**Department Review:** Asst. County Manager, Finance, Purchasing  
**Funding Source:** Water/Sewer Bonds  
**Attachments:**  
1. Bid Tabulation  
2. Recommendation from Thomas & Hutton  
3. Contract 21-105-004 with Southern Civil, LLC
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Southern Civil, LLC</th>
<th>Petticoat-Schmitt</th>
<th>PINCO</th>
<th>BRW Construction</th>
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</thead>
<tbody>
<tr>
<td></td>
<td><strong>Bid Bond</strong></td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
<td>YES</td>
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<td>1</td>
<td>Sedimentation and Erosion Control</td>
<td>$5,000.00</td>
<td>$9,000.00</td>
<td>$8,350.00</td>
<td>$20,125.00</td>
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<td>2</td>
<td>Site Clearing and Preparation</td>
<td>$14,500.00</td>
<td>$51,000.00</td>
<td>$10,800.00</td>
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<td>3</td>
<td>Grassing</td>
<td>$5,000.00</td>
<td>$4,600.00</td>
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<td>4</td>
<td>Mobilization/Demobilization/Bonds</td>
<td>$58,061.00</td>
<td>$55,000.00</td>
<td>$41,550.00</td>
<td>$89,000.00</td>
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<td>5</td>
<td>Construction Staking</td>
<td>$5,000.00</td>
<td>$7,000.00</td>
<td>$3,880.00</td>
<td>$6,685.00</td>
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<td>6</td>
<td>Traffic Control</td>
<td>$2,500.00</td>
<td>$1,400.00</td>
<td>$5,700.00</td>
<td>$2,231.00</td>
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<td></td>
<td><strong>Sub-Total, SITE PREPARATION</strong></td>
<td>$90,061.00</td>
<td>$128,000.00</td>
<td>$80,230.00</td>
<td>$231,866.00</td>
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<tr>
<td>7</td>
<td>Connect to Existing 36” Water Main with 24”x36” Tapping Sleeve and Valve</td>
<td>$100,000.00</td>
<td>$94,000.00</td>
<td>$105,660.00</td>
<td>$151,685.00</td>
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<tr>
<td>8</td>
<td>Yard Piping (w/ Apputenances)</td>
<td>$176,000.00</td>
<td>$126,000.00</td>
<td>$163,850.00</td>
<td>$222,152.00</td>
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<td>9</td>
<td>8” Blow Off Valve with Dissipation Pad</td>
<td>$15,000.00</td>
<td>$1,800.00</td>
<td>$5,500.00</td>
<td>$5,145.00</td>
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<td>10</td>
<td>Rip-Rap for Blow Off</td>
<td>$5,600.00</td>
<td>$2,576.00</td>
<td>$3,528.00</td>
<td>$5,800.00</td>
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<td>11</td>
<td>Pipe Support</td>
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<td>$13,200.00</td>
<td>$8,919.00</td>
<td>$10,365.00</td>
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<td>12</td>
<td>CMU Building - Complete, in service</td>
<td>$275,000.00</td>
<td>$275,000.00</td>
<td>$284,530.00</td>
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<td>13</td>
<td>Prefabricated Booster Station - Complete, in service</td>
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<td>$528,614.00</td>
<td>$570,000.00</td>
<td>$424,802.00</td>
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<td>14</td>
<td>Site Paving - Complete</td>
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<td>$21,000.00</td>
<td>$25,460.00</td>
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<td>Site Grading - Complete</td>
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<td>16</td>
<td>Landscaping</td>
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<td>17</td>
<td>Back Up Generator</td>
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<td>$156,900.00</td>
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<td>18</td>
<td>SCADA/Telemetry</td>
<td>$5,000.00</td>
<td>$5,600.00</td>
<td>Included</td>
<td>$7,215.00</td>
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<td>19</td>
<td>Electrical</td>
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<td>$153,300.00</td>
<td>$144,750.00</td>
<td>$130,852.00</td>
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<tr>
<td></td>
<td><strong>Sub-Total, BOOSTER PUMP STATION</strong></td>
<td>$1,337,100.00</td>
<td>$1,384,690.00</td>
<td>$1,512,317.00</td>
<td>$1,559,311.00</td>
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<td><strong>TOTAL PROJECT</strong></td>
<td>$1,427,161.00</td>
<td>$1,512,690.00</td>
<td>$1,592,547.00</td>
<td>$1,791,177.00</td>
</tr>
</tbody>
</table>
April 19, 2021

Mr. Timothy Callanan
Effingham County Manager
401 N Laurel Street
Springfield, GA 31329

RE: ITB 21-105-004
Hodgenville Road Water Booster Station
Recommendation of Award

Dear Mr. Callanan:

This letter serves as our recommendation of award of a construction contract for the referenced project.

After legal advertisement on the County’s website sealed bids were received at the Effingham County Board of Commissioners offices at 11:00 a.m., Thursday, April 15, 2021 and were then publicly opened and read aloud.

Four bids were received. We have reviewed the bids, checked the item prices for any errors. The apparent low bidder was Southern Civil, LLC with a total bid of $1,427,161.00.

We are familiar with Southern Civil having worked with them on previous projects. They have a history of successfully completing projects of this scale and complexity. We have checked the State of Georgia - Suspended and Debarred Suppliers list on the Georgia Department of Administrative Services website to determine the debarment status of the company and the low bidder is not on the list. We therefore recommend award of a construction contract to Southern Civil, LLC as the lowest responsive, responsible bidder in the amount of $1,427,161.00.

Should you have any questions, please do not hesitate to call.

Sincerely,

THOMAS & HUTTON

Matthew C. Frazier, P.E.
THIS AGREEMENT is by and between Effingham County Board of Commissioners (“Owner”) and ____________________________, LLC. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

All tools, materials, labor, supervision, and equipment for the Installation of new Effingham County Water Booster Station located on Hodgeville Road including purchase and installation of the prefabricated booster pump skid and all appurtenances, complete booster station building structure and features, site work, access road, connection to existing water main, all 24-inch D.I. piping, valves, electrical, SCADA, and all appurtenances to install a complete and functional system.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: ITB 21-105-004 – Hodgeville Road – Booster Pump Station.

ARTICLE 2 – ENGINEER

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

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

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

3.02 Days to Achieve Completion and Final Payment

3.03 The Work will be completed within 360 calendar days from receipt of a Notice Proceed.

ARTICLE 4 – LIQUIDATED DAMAGES

4.01 Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $300 for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.
ARTICLE 5 – CONTRACT PRICE

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, below:

![Bid Proposal Table]

**THIS SECTION INTENTIONALLY LEFT BLANK**
ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Section 1.30 of the General Conditions. Applications for Payment will be processed by A/E as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below as long as the pay request is received by the 1st of the month. All such payments will be measured based on the number of units completed times the unit price of each completed unit.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as A/E may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 4.01 above.

   a. 90 percent of Work completed (with the balance being retainage). Until 50% of the value of the contract (including change orders and additions), or if the Contractor fails to maintain his construction schedule to the satisfaction of the A/E, the County will retain 10% of the gross value of the completed work as indicated by the current estimate approved by the A/E. After the contract (including change orders and additions) is 50% complete, there shall be no additional retainage withheld unless the work is determined to be unsatisfactory or has fallen behind schedule; and

   b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

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

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Section 1.30 of The General Conditions and Paragraph 6.02 above, shall bear interest at the rate of 1 percent per annum.
ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

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

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

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

   1. This Agreement (pages 1 to 9, inclusive).
2. General Conditions (pages 1 to 7, inclusive).

3. Supplemental Conditions (pages 1 to 4 inclusive).


5. Addenda (numbers 1 to 1, inclusive).

6. Exhibits to this Agreement (enumerated as follows):
   a. Contractor’s Bid (pages 1 to 23 inclusive).
   b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).

7. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
   a. Notice to Proceed (pages 1 to 1, inclusive).
   b. Work Change Directives.
   c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

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

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

   A Field Order;

   1. A/E’s approval of a Shop Drawing or Sample; or

   2. A/E’s written interpretation or clarification.

ARTICLE 10 – COUNTY’S RIGHT TO SUSPEND OR TERMINATE WORK

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

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

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

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

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

ARTICLE 11 – INDEMNIFICATION

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

ARTICLE 12 – INDEPENDENT CONTRACTOR

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

ARTICLE 13 – MISCELLANEOUS

13.01 Terms

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

13.02 Assignment of Contract

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

13.03 **Successors and Assigns**

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

13.04 **Severability**

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

13.05 **Contractor’s Certifications**

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

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

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

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

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
IN WITNESS WHEREOF, County and Contractor have signed this Agreement. Counterparts have been delivered to County and Contractor. All portions of the Contract Documents have been signed or have been identified by County and Contractor or on their behalf.

This Agreement will be effective on ________________ (which is the Effective Date of the Agreement).

COUNTY:
Effingham County Board of Commissioners
By: ________________________________
Title: Chairman

CONTRACTOR:
__________________________________
By: ________________________________
Title: ________________________________

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

Attest: ________________________________
Title: County Clerk

Address for giving notices:
601 N. Laurel Street
Springfield, GA 31329

Attest: ________________________________
Title: ________________________________

Address for giving notices: ________________________________

_______________________________

_______________________________
NOTICE TO PROCEED

TO: SOUTHERN CIVIL, LLC.
RE: NOTICE TO PROCEED – CONSTRUCTION

ITB 21-105-004 – Hodgeville Road – Booster Pump Station

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 by ________________. Failure to complete the work by this time/date will result in deductions from the monies due the contractor as “liquidated” damages in an amount equal to $300.00 per calendar day. Requests for time extensions shall be documented and made in writing within 7 calendar days after the delay.

Dated this _____day of __________, 2021

Effingham County Board of Commissioners

Wesley Corbitt, Chairman

ACCEPTANCE OF NOTICE:

Receipt of the above Notice to Proceed is acknowledged.

Contractor: ________________________________

By: ________________________________

Title: ________________________________

Date of Acceptance: ________________________________
**Staff Report**

**Subject:** July Meeting Cancellation  
**Author:** Stephanie Johnson, County Clerk  
**Department:** Administration  
**Meeting Date:** 05/04/2021  
**Item Description:** Consideration to approve to cancel the July 6, 2021 Board of Commissioners Meeting

**Summary Recommendation:**  
Staff is requesting approval due to the Fourth of July Holiday.

**Executive Summary:**  
During the calendar year there are meeting dates which follow adjacent to a national day. This year Independence Day, July 4th on a Sunday. However, the offices of the Board of Commissioners will observe the holiday on Monday, July 5th so offices will be closed.

**Background:**  
This particular holiday is a popular time when Elected Officials and Staff alike plan vacations with their families while school age children/grandchildren are on summer break. Additionally, in the past when this time of year arrives, essential business of the County such as approval of the Fiscal Year Budget, have already been finalized.

**Alternatives for Commission to Consider:**  
1. Approve to cancel the July 6 2021 Board of Commissioners meeting  
2. Do not approve to cancel the meeting.

**Recommended Alternative:** Staff recommends Alternative number 1

**Other Alternatives:** Move the meeting to another date.

**Department Review:** Administration

**Funding Source:** No funding required, instead there would be a savings on energy use.

**Attachments:** None