

AGENDA  
REGULAR MEETING  
5:00 P.M.  
July 11, 2022

1. Call to Order
2. Invocation and *Pledge of Allegiance* – Candler County 4H Youth, Lila Ulmer
3. Approval of Agenda
4. Department Reports
  - a. Metter Fire Department – Jason Douglas
  - b. EMS – Joseph Reynolds
  - c. Roads & Bridges – Jerry Lanier
  - d. Solid Waste – Robert Hendrix
  - e. Recreation – Mike Robins
5. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
6. Application for Commission approval, permit or variance –
  - a. Dale and Rebecca Cooney – Family Purpose Affidavit
7. Financial Report –
8. Approval of Minutes –
9. Old Business
10. New Business
  - a. Consideration of a resolution of the Board of Commissioners of Candler County to provide for the assessment and collection of annual tax sufficient to pay general obligation sales tax bonds by the Candler County School District pursuant to and in conformity with the Constitution and the statutes of the State of Georgia
  - b. Consideration of an agreement between Candler County and Industry Buying Group Administrators, LLC to allow membership in IBG to Candler County to allow access to IBG participating providers discounts for health care services
  - c. Consideration of a proposed FY22 budget amendment #2
  - d. Consideration of a proposal from Wellston Associate Land Surveyors for topographic mapping of the Candler County landfill
  - e. Consideration of an agreement between Davis Heating & Air and Candler County for maintenance of county HVAC systems
  - f. Consideration of an agreement with Motorola Solutions for annual maintenance costs for the county P25 public safety radio system at a cost of \$32,002.67
  - g. Consideration of potential executive search firms for employment search services for the Chief Tax Appraiser position
  - h. Discussion regarding Candler County and commercial solar panel facilities
  - i. Discussion of feasibility of Detention Center, Sheriff's Office and Courthouse Annex facility
  - j. Consideration of a proposal to transfer the LC Anderson Library to the sole ownership of the City of Metter

- k. Consideration of an agreement between Candler County and Payer Matrix, LLC for specialty prescription drug cost containment and reduction services in conjunction with the Candler County employee health care plan

11. Report from Chairman
12. Report from County Administrator
13. Report from Attorney
14. Reports from Commissioners
15. Executive Session
16. Adjournment

**Board of Commissioners of Candler County**  
**Regular Meeting**  
**July 11, 2022**  
**5:00 p.m.**

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, July 11, 2022, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Vice-Chairman Brad Jones presided with Commissioners Gregory Thomas, David Robinson and Blake Hendrix in attendance. County Administrator Bryan Aasheim and County Attorney Kendall Gross also attended the meeting. Clerk Kellie Lank scribed. Chairman Glyn Thrift did not attend this meeting.

The Metter Advertiser was notified of the meeting, but no representative attended this meeting. Guests attending this meeting included: Candler County Sheriff John Miles and Captain Justin Wells, Candler County Roads Superintendent Jerry Lanier, Candler County Landfill Supervisor Robert Hendrix, Candler County Recreation Department Supervisor Mike Robins, Attorney Cindy Delgado, Candler County Schools Superintendent Bubba Longgear, School Board Member Craig Lanier and Attorney Mark Bruce, Metter Fire Chief Jason Douglas, Candler County EMS Director Joseph Reynolds, Crystal Ulmer, Lila Ulmer and Jay Ulmer.

**Call to Order**

Vice-Chairman Jones called the meeting to order at 5:01.

**Invocation and Pledge of Allegiance**

Vice-Chairman Jones called on Candler County 4H member, Lila Ulmer to deliver the invocations and lead the *Pledge of Allegiance*.

**Approval of the Agenda**

Mr. Aasheim requested the following changes be made to the agenda prior to approval.

**Remove – 6.a. Dale and Rebecca Cooney – Family Purpose Affidavit**

**Add - 10. j. Consideration of a proposal to transfer the LC Anderson Library to the sole-ownership of the City of Metter**

**10.k. Consideration of an agreement between Candler County and Payer Matrix, LLC for specialty prescription drug cost containment and reduction services in conjunction with the Candler County employee health care plan**

Commissioner Thomas made a motion to approve the agenda with the requested changes. Commissioner Robinson provided a second. The motion carried 3-0.

**Department Reports-**

- **Metter Fire Department, Jason Douglas:** City of Metter Fire Chief Douglas presented the June 2022 fire report and reported 41 calls with 1 mutual aid assist to Bulloch County. (Exhibit A)
- **Candler County EMS, Joseph Reynolds:** EMS Director Reynolds presented the monthly financial report and transport statement. Mr. Reynolds spoke of the recent COVID cases in the EMS department as well as the symptoms of "Long COVID". The new ambulance is close to completion. (Exhibit B)

- **Roads & Bridges, Jerry Lanier:** Roads Superintendent Lanier spoke to the Board about three of the County's dump trucks are in the repair shop. He stated he had informed Mr. Aasheim previously. Vice-Chairman Jones suggested renting or leasing a dump truck until the repairs are made. Mr. Aasheim stated he would explore that option. Mr. Lanier stated the roads are holding up well at this point. However, the weather forecast shows rain for the next ten days.
- **Landfill, Robert Hendrix:** Landfill Manager Robert Hendrix, reported that Allgreen/Atlantic Waste has a new driver and there may be some complaints until the new driver learns the route. Vice-Chairman Jones suggested a broadcast be emailed on Good Morning Metter.
- **Recreation:** Candler County Recreation Department Director, Coach Robins reported the All-Stars baseball season has come to an end. Three of the teams made it to play in the state tournament. He mentioned the turf grass of the fields received the last treatment for the fungal disease "Fairy Ring". The roofers were onsite to complete the roof projects on the grandstands and Field 1 restrooms. The light poles are on backorder and expected to arrive on July 19<sup>th</sup>. Fall Sports Registration will open soon. He concluded his report with hoping the participation in the basketball program would spur considering the good season had in 2021. Vice-Chairman Jones reiterated by thanking the Board of Education members present for allowing access to the school facility and gymnasium during that basketball season.

#### **Citizens wishing to address the Commission**

There were no citizens wishing to address the Commissioners at this meeting.

#### **Maria Baca – Old Pence Farm Road**

Mrs. Baca brought before the Commissioners a complaint of a new resident blocking passage of Old Pence Farm Road. The new resident has erected a gate and plowed one side of the road making it difficult and impossible for the other residents to pass through freely as they have done for years past. She also mentioned there is an easement for all landowners granting access to their properties. Mr. Aasheim has confirmed and explained the County has not historically exercised dominion over Old Pence Farm Road. This private road has historically been maintained by the residents. Mr. Gross explained Old Pence Farm Road is a private road. The County cannot legally enforce the right of passage. However, the Superior Court Judge has the authority to enforce the easement.

#### **Application for Commission approval, permit or variance –**

Mr. Aasheim requested the Family Purpose Affidavit request by Dale and Rebecca Cooney be removed from the agenda until further notification by the Cooney family.

#### **Financial Report**

Mr. Aasheim delivered the June 2022 Financial report. (Exhibit C)

- All accounts are balanced as of June 30, 2022
- The General Fund operating account closed the month with \$3,744,949.49. This is the unaudited year-end balance. The total for the General Fund Contingency account was \$239,498.63. The total general Fund balance being \$3,984,448.12.

- A number of divisions ended up over budget due to fuel, personnel costs, repairs, etc. FY2022 Budget Amendment #2 will be presented for the Board's consideration in this meeting.
- The Landfill Closure Account unaudited balance at year-end was \$1,815,146.52
- The American Rescue Plan Act (ARPA) Fund unaudited balance at year-end was \$1,500,994.15. About \$700,000.00 of that balance are allocated funds.
- The Special Services District (SSD) unaudited balance at year-end was \$968,439.95.
- The Health Insurance Fund 601 unaudited amounts at year-end include a total balance of \$371,829.75.
- The 2018 SPLOST Distribution collected \$159,064.99. Collections closed the year at 132% of anticipated SPLOST returns with the County's total fiscal year collections at \$792,322.79. Mr. Aasheim expects the diversion of funds to the IDA (\$7,000,000.00 mark) to be reached in July or August.
- The Hospital Loan balance is at \$875,604.36. The Hospital 1Mil Account balance is \$417,120.71. Although, the SPLOST funds will be diverted to the IDA for a few months, Mr. Aasheim stated he expects this loan balance will be paid down significantly this fiscal year, if not paid off.

### Approval of the Minutes

There were no minutes presented for approval. The outstanding minutes to be presented for approval include the June 20, 2022 2<sup>nd</sup> Regular Monthly and the June 27, 2022 Called meetings.

### Old Business

Mr. Aasheim reported there is no old business to address in this meeting.

*\*\*\*Commissioner Hendrix dialed in to listen to the meeting in route\*\*\**

### New Business

**Consideration of a resolution of the Board of Commissioners of Candler County to provide for the assessment and collection of annual tax sufficient to pay general obligation sales tax bonds by the Candler County School District pursuant to and in conformity with the Constitution and the statutes of the State of Georgia**

Mr. Aasheim opened the floor to the Candler County Board of education members present at this meeting to request a resolution of the Board of Commissioners of Candler County be considered that will provide for the assessment and collection of annual tax sufficient to pay general obligation sales tax bonds issued by the Candler County School District pursuant to and in conformity with the constitution and the statutes of the State of Georgia. School Board Attorney, Mark Bruce approached the Commissioners and spoke on the resolution stating the County collects ad valorem taxes and remits the funds to the school system. Mr. Bruce stated this resolution provides should the School System default on the bonds and the payment of that, the County shall retain the collected ad valorem taxes and pay them to the bond company. This is a constitutional requirement. Attorney Gross explained this resolution is in line with the law and in keeping with the recent referendum.

Commissioner Thomas made a motion to adopt a resolution of the Board of Commissioners of Candler County to provide for the assessment and collection of annual tax sufficient to pay general obligation sales tax bonds by the Candler County School District pursuant to and in conformity with the

Constitution and the statutes of the State of Georgia. Vice-Chairman Jones provided a second. The motion carried 3-0. (Exhibit D)

**Consideration of an agreement between Candler County and Industry Buying Group Administrators, LLC to allow membership in IBG to Candler County to allow access to IBG participating providers discounts for health care services**

Mr. Aasheim presented an agreement between Candler County and Industry Buying Group Administrators, LLC to allow membership in IBG to Candler County to allow access to IBG participating providers discounts for health care services. The health care plan will review claims under Aetna and IBG to determine the best pricing for the County and county employees. The approximate cost to participate in the IBG network is \$6 per month per eligible employee.

Commissioner Thomas made a motion to enter into an agreement with Industry Buying Group Administrators, LLC to allow membership in IBG to Candler County to allow access to IBG participating providers discounts for health care services. Commissioner Robinson provided a second. The motion carried 3-0. (Exhibit E)

**Consideration of a proposed FY22 budget amendment #2**

Mr. Aasheim presented a resolution to amend the FY2022 Budget.

Commissioner Thomas made a motion to adopt the FY0222 Budget Amendment #2 Resolution. Vice-Chairman Jones provided a second. The motion carried 3-0. (Exhibit F)

**Consideration of a proposal from Wellston Associate Land Surveyors for topographic mapping of the Candler County landfill**

Mr. Aasheim presented the fee proposal from Wellston Associate Land Surveyors for topographic mapping of the Candler County landfill. Wellston performs this service yearly.

Commissioner Robinson made a motion to approve the proposal from Wellston Associate Land Surveyors for topographic mapping of the Candler County landfill. Commissioner Thomas provided a second. The motion carried 3-0. (Exhibit G)

**Consideration of an agreement between Davis Heating & Air and Candler County for maintenance of county HVAC systems**

Mr. Aasheim presented an agreement between Candler County and Davis Heating & Air for maintenance on County HVAC systems. Mr. Aasheim named the HVAC units included in this agreement. He then explained the costs, terms and conditions of the agreement. Vice-Chairman Jones asked if this agreement included the Tower Site HVAC unit. Mr. Aasheim explained why the Tower Site had not been included, and also that the agreement could be amended to add the Tower Site.

Vice-Chairman Jones made a motion to approve the amendment of the agreement with Davis Heating & Air and Candler County with the addition of the Tower Site HVAC unit, for maintenance of County 40 County HVAC Units at \$70 per unit and 13 Sheriff Office/Detention Center units at \$65 per unit. Commissioner Thomas provided a second. The motion carried 3-0. (Exhibit H)

**Consideration of an agreement with Motorola Solutions for annual maintenance costs for the county P25 public safety radio system at a cost of \$32,002.67**

Mr. Aasheim presented an agreement with Motorola Solutions for annual maintenance costs for the County P25 Safety Radio System at a cost of \$32,002. 67. The funding source for this agreement will be the IT division in the General Operating Account.

Commissioner Thomas made a motion to enter into an agreement with Motorola Solutions for annual maintenance costs for the county P25 public safety radio system at a cost of \$32,002.67. Vice-Chairman Jones provided a second. The motion carried 3-0. (Exhibit I)

**Consideration of potential executive search firms for employment search services for the Chief Tax Appraiser position**

Commissioner Robinson made a motion to table this item. Commissioner Thomas provided a second. The motion carried 3-0.

**Discussion regarding Candler County and commercial solar panel facilities**

Mr. Aasheim discussed commercial solar panel facilities and the increasing amount of solar panel activity and tax abatements. Mr. Gross stated the Commission does not have the authority to abate taxes and has not taken a position in the past on tax abatements, only the Industrial Development Authority could grant the abatement. This topic is strictly informational and no action required.

**Discussion of feasibility of Detention Center, Sheriff's Office and Courthouse Annex facility**

Mr. Aasheim presented the Studio 8 Architectural scheme comparison for the Candler County Jail and Courthouse Annex.

	Scheme A-1	Scheme A-2	Scheme B
<b>Housing Pod</b>			
4-Bed Cells	64 Beds	64 Beds	24 Beds
2-Bed Cells	36 Beds	30 Beds	36 Beds
<b>Connector</b>			
1-Bed Isolation	6 Beds	6 Beds	6 Beds
Padded Cell	2 Beds	2 Beds	2 Beds
<b>Support Building</b>			
Trustee Dormitory	8 Beds	8 Beds	8 Beds
Booking Isolation	1 Bed	1 Bed	1 Bed
<b>Total Beds</b>	<b>117 Beds</b>	<b>111 Beds</b>	<b>87 Beds</b>
<b>Suggested Budget</b>	<b>\$16,000,000.00</b>	<b>\$15,000,000.00</b>	<b>\$13,500,000.00</b>
<b>Sketches</b>	<b>5, 6, 11, &amp; 12</b>	<b>15, 16, 11, &amp; 12</b>	<b>13, 14, 11, &amp; 12</b>

Mr. Aasheim then requested guidance moving forward with the preferred scheme for this first phase of this project. Mr. Gross requested input from Sheriff Miles about the housing of federal inmates. Sheriff Miles stated he is interested in providing this service. After discussing the pros and cons of Scheme A-1 (117 beds) at \$16,000,000.00 and Scheme A-2 (111 beds) \$15,000,000.00.

*\*\*\*Commissioner Hendrix entered the meeting at 6:00 pm.\*\*\**

The consensus of the Board was to move forward with Scheme A-1. No action was required for this item. Mr. Aasheim stated he would inform the architect.

**Consideration of a proposal to transfer the LC Anderson Library to the sole ownership of the City of Metter**

Mr. Aasheim stated the LC Anderson Library is jointly owned by the City of Metter and Candler County. Insuring a jointly owned property poses problematic situation. Mr. Aasheim requested the Commissioners authorize Mr. Gross to begin the process of quit claiming the property and granting sole ownership of the LC Anderson Library to the City of Metter.

Commissioner Hendrix made a motion to authorize Mr. Gross to draft the documents for Candler County to quit claim the property to the City of Metter. Commissioner Thomas provided a second. The motion carried 4-0.

**Consideration of an agreement between Candler County and Payer Matrix, LLC for specialty prescription drug cost containment and reduction services in conjunction with the Candler County employee health care plan**

Mr. Aasheim requested the Board consider approving an agreement between Candler County and Payer Matrix, LLC for specialty prescription drug cost containment and reduction services in conjunction with the Candler County employee health care plan.

Commissioner Thomas made a motion to approve the agreement between Candler County and Payer Matrix, LLC for specialty prescription drug cost containment and reduction services in conjunction with the Candler County employee health care plan. Commissioner Hendrix provided a second. The motion carried 4-0.

**Report from Chairman**

Chairman Thrift did not attend this meeting

**Report from County Administrator**

- An email sent regarding Radio Jones – Cell Tower on Cal Maine Road. The issue is a setback requirement in the County Ordinance. The applicant has not met this requirement. The consensus of the Commission was that they were not favorable to a variance in this instance. Mr. Aasheim will communicate this to RadioJones, LLC.
- Requested a motion to cancel the July 18<sup>th</sup> meeting, making the next meeting date for the Commissioners August 1, 2022.

Vice-Chairman Jones made a motion to cancel the July 18, 2022 meeting. Commissioner Robinson provided a second. The motion carried 4-0.

- Mr. Aasheim requested input from the Commission on the 2022 millage rate and rollback rate. The consensus was to consider the non-rollback rate of 12.294 mills. Mr. Aasheim requested input from the Commissioners about the dates for the Millage Rate Public Hearings. The following dates were agreed upon, with no action required:
  - August 1, 2022 at 4:30 p.m.
  - August 11, 2022 at 6:00 p.m.
  - August 15, 2022 at 4:30 p.m.
- Mr. Aasheim requested Executive Session for personnel.

**Report from the County Attorney**

Mr. Gross requested Executive Session for personnel and litigation.



**Reports from Commissioners**

**Gregory Thomas, District 1** - Commissioner Thomas requested a progress report on the St. Matthews Church Road and Salem Church Road.

**Brad Jones, District 2** – Vice-Chairman Jones had nothing to report.

**David Robinson, District 3** – Commissioner Robinson had nothing to report.

**Blake Hendrix, District 4** – Commissioner Hendrix had nothing to report.

**Executive Session –**

Commissioner Thomas moved to exit into Executive Session to discuss personnel and litigation at 6:26 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 4-0.

*Commissioner Robinson excused himself from the meeting at 6:27 p.m.*

Vice-Chairman Jones moved to exit Executive Session and reconvene the regular meeting at 7:18 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 3-0.

Vice-Chairman Jones moved to authorize the signing of the *Closed Meeting Affidavit* certifying that executive session was for personnel and litigation. Commissioner Thomas provided the second to the motion. The motion carried 3-0.

Commissioner Hendrix made a motion to authorize EMS Director Reynolds to hire Natalia Verbel and Summer Hutchins as part-time EMT. Commissioner Thomas provided the second to the motion. The motion carried 3-0.

**Adjournment**

Commissioner Thomas moved to adjourn the meeting at 7:20 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 3-0.

Maranda K. Lank, Clerk  
Attest

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Vice-Chairman, Brad Jones

# BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift  
Chairman

Brad Jones  
Vice-Chairman

Bryan Aasheim  
County Administrator

Gregory Thomas  
Commissioner

David Robinson  
Commissioner

Blake Hendrix  
Commissioner

## CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF CANDLER

### AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Brad Jones, Vice-Chairman of the Board of Commissioners of Candler County, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

1. The Board of Commissioners of Candler County met in a duly advertised meeting on July 11, 2022
2. During such meeting, the Board voted to go into closed session.
3. The executive session was called to order at 6:26 p.m.
- 4.

The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

- Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);
- Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);
- Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);
- Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);
- Other

This 1<sup>th</sup> day of July 2022.

Sworn to and subscribed before me  
This 11<sup>th</sup> day of July 2022.

Maranda K. Lank  
Notary Public



[Signature]  
Glyn Thrift, Chairman  
Board of Commissioners of Candler County

## Exhibit A

Metter Fire Rescue Response ListJun-22Call Type and Jurisdiction

Jun-22

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	1	1	1	2	6	7	1	1	7	1	28
County	0	1	1	7	0	3	0	0	1	6	1	20
<b>Total</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>8</b>	<b>2</b>	<b>9</b>	<b>7</b>	<b>1</b>	<b>2</b>	<b>13</b>	<b>2</b>	

<b>Total Calls</b>	<b>48</b>
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Total Calls 49 (1 mutual aid Given to Bulloch County)

Jun-21

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	0	1	0	3	5	1	1	2	7	1	21
County	0	0	1	4	2	3	1	0	0	9	0	20
<b>Total</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>8</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>16</b>	<b>1</b>	

<b>Total Calls</b>	<b>41</b>
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## Exhibit B

## JUNE 2022 PATIENT TRANSPORT REPORT

FROM SCENE TO CCH	72
FROM SCENE TO MEADOWS	1
FROM SCENE TO EGRMC	15
FROM SCENE TO EMANUEL	0
SCENE TO MEMORIAL	1
SCENE TO OPTIM TATTNALL	0
SCENE TO HOSPICE	0
SCENE TO ST JOSEPH	0
SCENE TO AIR	2
REFUSAL	61
MUTAL AID	0
TRANS CCH TO MEMORIAL	6
TRANS CCH TO EMANUEL	0
TRANS CCH TO CANDLER	0
TRANS CCH TO FAIR VIEW	1
TRANS CCH TO ST JOSEPH	0
TRANS CCH TO AUGUSTA UNIVERSITY	2
TRANS CCH TO UNIVERISTY	0
TRANS CCH TO DOCTORS	4
TRANS CCH TO EGRMC	12
TRANS CCH TO MEADOWS	1
TRANS CCH TO COLISEUM MEDICAL MACON GA	0
CCH TO NURSING HOME	22

TRANS CCH TO HOSPICE	3
CORNOR CALL	2
CANCELLED CALL	1
AIR TRANSPORT (COVID)	1
NO PT CONTACT	1
CCH TO RES FOR HOSPICE	0
DOA WITH DNR/TURNED OVER TO HOSPICE	1
FIRE STANDBY	0
EMS NOT NEEDED	6

TOTAL	215
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Exhibit C

Account Number

GENERAL FUND	DESCRIPTION	BOOK BALANCE	BANK BALANCE	Difference	Notes
100-11-1110	GENERAL FUND QNB	\$3,744,949.49	\$3,744,949.49	\$0.00	
100-11-1113	GENERAL FUND CONTINGENCY	\$239,498.63	\$239,498.63	\$0.00	
100-11-1308	QNB CD (GF)-72770	\$0.00	\$0.00	\$0.00	
	<b>Total</b>	<b>\$3,984,448.12</b>			
100-11-1134	LANDFILL CLOSURE FUND QNB	\$1,815,146.52	\$1,815,146.52	\$0.00	
100-11-1309	QNB LFILL CLO CD-72769	\$0.00	\$0.00	\$0.00	
	<b>Total</b>	<b>\$1,815,146.52</b>			
100-11-1135	JUVENILE COURT FUND QNB	\$2,404.61	\$2,404.61	\$0.00	
100-11-1136	PUBLIC BUILDING FUND-CLOSED	\$0.00	\$0.00	\$0.00	
100-11-1139	CANDLER COUNTY JAIL FUND	\$174,352.53	\$174,352.53	\$0.00	
100-11-1167	HOSPITAL LOC	\$417,120.71	\$417,120.71	\$0.00	
	HOSPITAL LOAN *9022		Payment made	July 6 2022 Balance	\$875,604.36
100-11-1170	AMERICAN RESCUE PLAN ACT	\$0.00	\$0.00	\$0.00	
	<b>Fund 100 Totals</b>	<b>\$7,654,968.01</b>			
<b>D.A.T.E. FUND</b>					
212-11-1132	D.A.T.E. QNBA	\$48,004.70	\$48,004.70	\$0.00	
	<b>Fund 212 Totals</b>	<b>\$48,004.70</b>			
<b>E-911 FUND</b>					
215-11-1138	E-911 FUND QNB	\$331,604.24	\$331,604.24	\$0.00	
215-11-1303	CD E911 QNB-72653	\$0.00	\$0.00	\$0.00	
	<b>Fund 215 Totals</b>	<b>\$331,604.24</b>			
<b>ARPA FUND</b>					
230-11-1170	AMERICAN RESCUE PLAN ACT	\$1,500,994.15	\$1,500,994.15	\$0.00	
	<b>Fund 230 Totals</b>	<b>\$1,500,994.15</b>			
<b>LMIG FUND</b>					
250-11-1110	LMIG	\$566,031.65	\$566,031.65	\$0.00	
	<b>Fund 250 Totals</b>	<b>\$566,031.65</b>			
<b>SSD FUND</b>					
270-11-1110	Special Services District	\$968,439.95	\$968,439.95	\$0.00	
	<b>Fund 270 Totals</b>	<b>\$968,439.95</b>			
<b>INMATE FUND</b>					
285-11-1139	JAIL STORE FUND QNB	\$118,387.16	\$118,387.16	\$0.00	
	<b>Fund 285 Totals</b>	<b>\$118,387.16</b>			
<b>2011 SPLOST</b>					
320-11-1140	2011 SPLOST QNB	\$0.00	\$0.00	\$0.00	
	<b>Fund 320 Totals</b>	<b>\$0.00</b>			
<b>2018 SPLOST</b>					
321-11-1141	2018 SPLOST QNB	\$852,264.80	\$852,264.80	\$0.00	
321-11-1142	2018 SPLOST Hospital 20%	\$35,986.33	\$35,986.33	\$0.00	
	<b>Fund 320 Totals</b>	<b>\$888,251.13</b>			
<b>TSPLOST CAPITAL</b>					
335-11-1141	CASH IN BANK TIA SPLOST QNB	\$1,149,661.91	\$1,149,661.91	\$0.00	
	<b>Fund 335 Totals</b>	<b>\$1,149,661.91</b>			
<b>HEALTH INS/PARETO</b>					
601-11-1112	HEALTH INSURANCE/RESERVE	\$304,917.74	\$304,917.74	\$0.00	
601-11-1110	HEALTH INSURANCE/PARETO	\$66,912.01	\$66,912.01	\$0.00	
	<b>Fund 601 Totals</b>	<b>\$371,829.75</b>			
	<b>Report Totals</b>	<b>\$13,598,172.65</b>			

Board of Commis: of Candler County

Statement of Revenue and Expenditures

Year To Date As Of: 06/30/22  
Current Period: 07/01/21 to 06/30/22  
Prior Year: 07/01/20 to 06/30/21

Revenue Account Range: 100-00-0000 to 100-99-9999  
Expend Account Range: 100-0000-00-0000 to 100-9999-99-9999  
Print Zero YTD Activity: No

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
100-31-1100	REAL PROP-CUR YEAR	\$2,873,686.03	\$3,200,000.00	\$3,024,582.25	\$3,024,582.25	\$0.00	-\$175,417.75	95%
100-31-1120	TIMBER TAX	\$58,705.37	\$55,000.00	\$53,704.31	\$53,704.31	\$0.00	-\$1,295.69	98%
100-31-1190	HOSPITAL LEVY	\$280,244.02	\$280,000.00	\$282,825.83	\$282,825.83	\$0.00	\$2,825.83	101%
100-31-1200	REAL PROP-PRIOR YEAR	\$354,048.02	\$285,000.00	\$212,114.36	\$212,114.36	\$0.00	-\$72,885.64	74%
100-31-1314	ALTERNATIVE AD VAL T	\$7,988.03	\$7,900.00	\$9,430.80	\$9,430.80	\$0.00	\$1,530.80	119%
100-31-1315	TAVT	\$606,093.02	\$600,000.00	\$626,816.03	\$626,816.03	\$0.00	\$26,816.03	104%
100-31-1320	MOBILE HOME	\$32,394.66	\$31,000.00	\$36,338.48	\$36,338.48	\$0.00	\$5,338.48	117%
100-31-1350	RAILROAD EQUIPMENT	\$3,877.54	\$3,600.00	\$3,877.54	\$3,877.54	\$0.00	\$277.54	108%
100-31-1390	OTHER REVENUES	\$420.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-31-1500	PROPERTY NOT ON DIGE	\$194,622.52	\$175,000.00	\$184,826.59	\$184,826.59	\$0.00	\$9,826.59	106%
100-31-1600	REAL ESTATE TRANSFER	\$63,547.61	\$40,000.00	\$72,055.73	\$72,055.73	\$0.00	\$32,055.73	180%
100-31-3100	LOST	\$759,212.59	\$720,000.00	\$867,170.29	\$867,170.29	\$0.00	\$147,170.29	120%
100-31-6300	FINANCIAL INSTITUTIO	\$30,027.00	\$30,000.00	\$26,643.00	\$26,643.00	\$0.00	-\$3,357.00	89%
100-31-9110	PEN & INT-REAL	\$177,943.63	\$150,000.00	\$128,657.57	\$128,657.57	\$0.00	-\$21,342.43	86%
100-31-9500	PEN & INT-FIFA	\$6,532.91	\$4,800.00	\$5,910.00	\$5,910.00	\$0.00	\$1,110.00	123%
100-32-1240	HUNTING CAMP LIC/PER	\$1,714.72	\$1,700.00	\$1,500.00	\$1,500.00	\$0.00	-\$200.00	88%
100-32-2211	LAND TRANSFER FEE	\$2,205.00	\$1,600.00	\$2,910.00	\$2,910.00	\$0.00	\$1,310.00	182%
100-32-2240	MOBILE HOME PERMITS	\$11,000.00	\$8,500.00	\$8,000.00	\$8,000.00	\$0.00	-\$500.00	94%
100-32-2250	ELECTRICAL PERMITS	\$2,770.00	\$2,000.00	\$2,870.00	\$2,870.00	\$0.00	\$870.00	144%
100-32-2991	LAND DISTURBING FEES	\$0.00	\$0.00	\$2,921.45	\$2,921.45	\$0.00	\$2,921.45	0%
100-33-1113	HHS & HRSA GRANT_COVID-19	\$0.00	\$0.00	\$2,531.28	\$2,531.28	\$0.00	\$2,531.28	0%
100-33-1152	GEMA EIMA PARTNERSHIP	\$7,328.00	\$7,328.00	\$7,328.00	\$7,328.00	\$0.00	\$0.00	100%
100-33-1154	GEORGIA CARES ACT	\$345,390.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-33-1156	GEORGIA CARES ACT-County Jail	\$15,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-33-1210	AMERICAN RESCUE PLAN ACT (ARPA)	\$0.00	\$0.00	\$1,086,855.50	\$1,086,855.50	\$0.00	\$1,086,855.50	0%

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
100-33-4211	FAMILY CONNECTIONS GRANT	\$47,955.88	\$48,000.00	\$48,078.99	\$48,078.99	\$0.00	\$78.99	100%
100-33-5200	FOREST LAND PROTECTION GRANTS (FLPA)	\$26,410.06	\$25,000.00	\$24,191.45	\$24,191.45	\$0.00	-\$808.55	97%
100-33-6004	DISPATCH METTER SHA-2018 SDS AGREEMENT	\$65,000.04	\$65,000.00	\$65,000.04	\$65,000.04	\$0.00	\$0.04	100%
100-34-1120	STATE COURT - COMMUNITY SERVICE	\$11,593.50	\$3,000.00	\$3,811.10	\$3,811.10	\$0.00	\$811.10	127%
100-34-1190	STATE COURT - JOF	\$2,954.00	\$2,000.00	\$3,732.02	\$3,732.02	\$0.00	\$1,732.02	187%
100-34-1200	CLERK OF COURT - GENERAL FILING FEE	\$57,311.90	\$43,000.00	\$58,426.21	\$58,426.21	\$0.00	\$15,426.21	136%
100-34-1600	TAVT/MOTOR VEHICLE COUNTY FEES	\$33,296.45	\$30,000.00	\$37,820.43	\$37,820.43	\$0.00	\$7,820.43	126%
100-34-1910	ELECTION FEES	\$0.00	\$0.00	\$504.00	\$504.00	\$0.00	\$504.00	0%
100-34-1930	SALE OF MAPS	\$20.00	\$0.00	\$16.00	\$16.00	\$0.00	\$16.00	0%
100-34-1940	COMMISSIONS ON TAXES	\$18,749.84	\$17,500.00	\$16,731.54	\$16,731.54	\$0.00	-\$768.46	96%
100-34-1941	METTER TAX COLLECTIO	\$5,300.00	\$10,000.00	\$5,400.00	\$5,400.00	\$0.00	-\$4,600.00	54%
100-34-2100	LAW ENFORCEMENT FEES	\$22,961.14	\$16,500.00	\$22,464.80	\$22,464.80	\$0.00	\$5,964.80	136%
100-34-2200	GBI DRUG ENF-SALARY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-34-2201	SCHOOL RESOURCE OFFICER	\$26,921.20	\$40,000.00	\$35,378.00	\$35,378.00	\$0.00	-\$4,622.00	88%
100-34-2202	SOUTHEASTERN TECH COLLEGE UTILITES	\$2,221.67	\$4,000.00	\$3,735.42	\$3,735.42	\$0.00	-\$264.58	93%
100-34-2210	GBI PROPERTY INSURANCE REIMBURSEMENT	\$17,098.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-34-2600	EMS TRIP SERVICE FEES	\$516,474.67	\$465,000.00	\$546,621.61	\$546,621.61	\$0.00	\$81,621.61	118%
100-34-2601	EMS ANNUAL FEES	\$509,491.19	\$500,000.00	\$506,140.47	\$506,140.47	\$0.00	\$6,140.47	101%
100-34-2602	EMS LEGAL RECOVERY OF BACK DEBT	\$116.75	\$0.00	\$3,134.84	\$3,134.84	\$0.00	\$3,134.84	0%
100-34-2900	HOSPITAL DEBT SERVICE FEES	\$1,856.05	\$0.00	\$1,285.36	\$1,285.36	\$0.00	\$1,285.36	0%
100-34-4131	RECYLED MATERIALS	\$3,256.37	\$1,500.00	\$7,995.20	\$7,995.20	\$0.00	\$6,495.20	533%
100-34-4150	TIPPING LANDFILL FEES	\$93,837.36	\$85,000.00	\$93,398.50	\$93,398.50	\$0.00	\$8,398.50	110%
100-34-4151	RESIDENTIAL IDFL USE	\$471,573.68	\$460,000.00	\$468,053.37	\$468,053.37	\$0.00	\$8,053.37	102%
100-34-4152	RECYCLE CTR FEES	\$2,573.00	\$1,500.00	\$2,336.00	\$2,336.00	\$0.00	\$836.00	156%
100-34-4153	INERT LANDFILL FEES	\$28,178.60	\$25,000.00	\$22,160.37	\$22,160.37	\$0.00	-\$2,839.63	89%
100-34-7202	JACK STRICKLAND RENT	\$2,250.00	\$2,500.00	\$3,600.00	\$3,600.00	\$0.00	\$1,100.00	144%
100-34-7205	REC DEPT REGISTRATIO	\$22,275.00	\$25,000.00	\$29,355.00	\$29,355.00	\$0.00	\$4,355.00	117%
100-34-7206	REC DEPT CONCESSIONS	\$6,669.44	\$10,000.00	\$6,484.26	\$6,484.26	\$0.00	-\$3,515.74	65%



Board of Commiss of Candler County

Statement of Revenue and Expenditures

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Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
100-34-7207	REC DEPT SPONSORS	\$1,436.60	\$9,000.00	\$7,466.00	\$7,466.00	\$0.00	-\$1,534.00	83%
100-34-7208	FIELD RENTAL	\$300.00	\$500.00	\$0.00	\$0.00	\$0.00	-\$500.00	0%
100-34-7209	REC DEPT ADMISSIONS	\$0.00	\$3,000.00	\$2,085.00	\$2,085.00	\$0.00	-\$915.00	70%
100-34-7210	REC DEPT TOURNAMENT	\$0.00	\$1,000.00	\$775.00	\$775.00	\$0.00	-\$225.00	78%
100-35-1110	SUPERIOR COURT FINES	\$13,433.47	\$10,000.00	\$18,983.75	\$18,983.75	\$0.00	\$8,983.75	190%
100-35-1120	STATE COURT FINES	\$366,153.80	\$250,000.00	\$524,349.56	\$524,349.56	\$0.00	\$274,349.56	210%
100-35-1130	MAGISTRATE COURT	\$30,709.00	\$30,000.00	\$29,830.00	\$29,830.00	\$0.00	-\$170.00	99%
100-35-1150	PROBATE COURT	\$34,422.50	\$30,000.00	\$28,521.47	\$28,521.47	\$0.00	-\$1,478.53	95%
100-35-1401	STATE/SUPERIOR CT ADD ON FEE-JAIL FUND	\$40,773.26	\$35,000.00	\$47,600.58	\$47,600.58	\$0.00	\$12,600.58	136%
100-35-1402	MUNI COURT ADD ON FEE-JAIL FUND	\$23,555.33	\$22,000.00	\$28,644.24	\$28,644.24	\$0.00	\$6,644.24	130%
100-35-1408	JUVE COURT ADD ON FEE	\$460.00	\$400.00	\$963.50	\$963.50	\$0.00	\$563.50	241%
100-35-1901	PUBLIC DEFENDER FEES	\$778.28	\$500.00	\$1,188.50	\$1,188.50	\$0.00	\$688.50	238%
100-36-1001	INTEREST INCOME	\$6,153.39	\$5,000.00	\$10,613.16	\$10,613.16	\$0.00	\$5,613.16	212%
100-36-1002	INTEREST INCOME - LANDFILL CD	\$37,455.55	\$15,000.00	\$0.00	\$0.00	\$0.00	-\$15,000.00	0%
100-36-1003	INTEREST INCOME - GENERAL FUND CD	\$2,919.90	\$3,000.00	\$2,955.65	\$2,955.65	\$0.00	-\$44.35	99%
100-37-1001	PRIVATE DONATIONS	\$3,026.30	\$0.00	\$1,250.00	\$1,250.00	\$0.00	\$1,250.00	0%
100-37-1004	SHERIFFS DONATION	\$12,220.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-37-1120	HEALTH GRANT ACCG	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	-\$1,500.00	0%
100-38-9001	MISC SALE OF PIPE	\$24,019.59	\$15,000.00	\$12,583.02	\$12,583.02	\$0.00	-\$2,416.98	84%
100-38-9003	MISC TAX COMM FICA	\$5,622.47	\$6,100.00	\$5,622.47	\$5,622.47	\$0.00	-\$477.53	92%
100-38-9005	MISCELLANEOUS	\$14,788.07	\$15,000.00	\$25,205.09	\$25,205.09	\$0.00	\$10,205.09	168%
100-38-9006	INSURANCE PROCEEDS	\$13,064.00	\$20,000.00	\$15,883.74	\$15,883.74	\$0.00	-\$4,116.26	79%
100-38-9007	MISC SALE OF SIGNS	\$102.80	\$0.00	\$52.00	\$52.00	\$0.00	\$52.00	0%
100-38-9010	MISC SALE OF USED MOTOR GRADER BLADES	\$322.49	\$0.00	\$484.68	\$484.68	\$0.00	\$484.68	0%
100-38-9011	PUBLIC DEFENDER- SURPLUS REFUND	\$0.00	\$7,950.29	\$8,079.28	\$8,079.28	\$0.00	\$128.99	102%
100-38-9012	MISC INCOME - ACCG-GW/WCF REFUNDS	\$0.00	\$0.00	\$19,331.00	\$19,331.00	\$0.00	\$19,331.00	0%
100-38-9999	CANCEL PRIOR YEAR EXPENSE	\$0.00	\$0.00	\$1,167.70	\$1,167.70	\$0.00	\$1,167.70	0%
100-39-1270	TRANSFER FROM 270-CODE ENFORCEMENT	\$11,007.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
100-39-1800	FUND BALANCE USE	\$0.00	\$91,715.76	\$0.00	\$0.00	\$0.00	-\$91,715.76	0%
100-39-2100	SALE OF ASSETS	\$164,850.00	\$0.00	\$60,324.66	\$60,324.66	\$0.00	\$60,324.66	0%
	<b>GENERAL FUND Revenue Total</b>	<b>\$8,641,070.70</b>	<b>\$8,054,594.05</b>	<b>\$9,519,684.04</b>	<b>\$9,519,684.04</b>	<b>\$0.00</b>	<b>\$1,465,089.99</b>	<b>118%</b>
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
100-1100	LEGISLATIVE	\$47,330.19	\$51,000.18	\$52,586.34	\$52,586.34	\$0.00	-\$1,586.16	103%
100-1300	EXECUTIVE	\$202,035.93	\$224,857.28	\$224,728.69	\$224,728.69	\$0.00	\$128.59	100%
100-1400	ELECTIONS & VOTER REGISTRATION	\$77,315.05	\$98,258.59	\$96,270.20	\$96,270.20	\$0.00	\$1,988.39	98%
100-1510	ADMINISTRATION	\$331,421.17	\$376,470.87	\$329,902.52	\$329,902.52	\$0.00	\$46,568.35	88%
100-1514	BOARD OF EQUALIZATION:	\$2,465.59	\$5,003.19	\$2,871.66	\$2,871.66	\$0.00	\$2,131.53	57%
100-1535	INFORMATION TECHNOLOGY:	\$160,523.91	\$164,000.00	\$156,219.11	\$156,219.11	\$0.00	\$7,780.89	95%
100-1545	TAX COMMISSIONER	\$263,251.26	\$280,902.54	\$277,588.76	\$277,588.76	\$0.00	\$3,313.78	99%
100-1550	TAX-ASSESSOR	\$218,364.10	\$263,662.98	\$237,520.11	\$237,520.11	\$0.00	\$26,142.87	90%
100-1565	PUBLIC BUILDINGS	\$245,128.00	\$226,468.00	\$235,379.55	\$235,379.55	\$0.00	-\$8,911.55	104%
100-2150	SUPERIOR COURT	\$202,887.91	\$214,999.92	\$210,366.65	\$210,366.65	\$0.00	\$4,633.27	98%
100-2180	CLERK OF COURT	\$190,000.95	\$228,313.08	\$224,452.82	\$224,452.82	\$0.00	\$3,860.26	98%
100-2300	STATE COURT	\$117,244.91	\$112,693.99	\$117,219.19	\$117,219.19	\$0.00	-\$4,525.20	104%
100-2400	MAGISTRATE COURT	\$86,168.78	\$97,725.74	\$93,829.35	\$93,829.35	\$0.00	\$3,896.39	96%
100-2450	PROBATE COURT	\$136,521.49	\$149,974.58	\$151,214.90	\$151,214.90	\$0.00	-\$1,240.32	101%
100-3300	SHERIFF	\$1,201,145.11	\$1,488,640.67	\$1,443,659.21	\$1,443,659.21	\$0.00	\$44,981.46	97%
100-3326	DETENTION CENTER	\$676,243.78	\$697,403.41	\$697,285.45	\$697,285.45	\$0.00	\$117.96	100%
100-3600	EMERGENCY MEDICAL SERVICES	\$1,003,176.93	\$1,125,876.41	\$1,096,838.31	\$1,096,838.31	\$0.00	\$29,038.10	97%
100-3700	CORONER	\$35,065.67	\$33,595.60	\$25,981.59	\$25,981.59	\$0.00	\$7,614.01	77%
100-3920	EMERGENCY MANAGEMENT ASSOCIATION	\$23,336.29	\$25,418.47	\$25,837.71	\$25,837.71	\$0.00	-\$419.24	102%
100-4200	ROADS & BRIDGES	\$902,594.47	\$1,112,183.17	\$1,086,191.90	\$1,086,191.90	\$0.00	\$25,991.27	98%
100-4520	COLLECTIONS	\$2,706.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-4530	SOLID WASTE DISPOSAL	\$375,682.59	\$425,636.89	\$397,502.89	\$397,502.89	\$0.00	\$28,134.00	93%
100-5550	FAMILY CONNECTIONS:	\$47,423.43	\$48,000.00	\$47,174.75	\$47,174.75	\$0.00	\$825.25	98%

Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
100-7130	AGRICULTURAL RESOURCES	\$51,370.30	\$80,438.00	\$53,813.68	\$53,813.68	\$0.00	\$26,624.32	67%
100-7450	CODE ENFORCEMENT	\$11,004.23	\$11,004.23	\$10,992.00	\$10,992.00	\$0.00	\$12.23	100%
100-7460	RECREATION DEPARTMENT	\$234,035.91	\$265,562.11	\$237,081.90	\$237,081.90	\$0.00	\$28,480.21	89%
100-8000	DEBT SERVICES:	\$31,250.00	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00	\$0.00	100%
100-9000	OTHER DEPARTMENTS	\$480,174.49	\$280,836.00	\$1,170,242.88	\$1,170,242.88	\$0.00	-\$889,406.88	417%
	<b>GENERAL FUND Expend Total</b>	<b>\$7,355,868.49</b>	<b>\$8,113,925.90</b>	<b>\$8,727,752.12</b>	<b>\$8,727,752.12</b>	<b>\$0.00</b>	<b>-\$613,826.22</b>	<b>108%</b>

**GENERAL FUND**

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	Prior	Current	YTD
Revenue:	\$8,641,070.70	\$9,519,684.04	\$9,519,684.04
Expended:	\$7,355,868.49	\$8,727,752.12	\$8,727,752.12
Net Income:	\$1,285,202.21	\$791,931.92	\$791,931.92

**Grand Totals**

	Prior	Current	YTD
Revenue:	\$8,641,070.70	\$9,519,684.04	\$9,519,684.04
Expended:	\$7,355,868.49	\$8,727,752.12	\$8,727,752.12
Net Income:	\$1,285,202.21	\$791,931.92	\$791,931.92



Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
230-4200-53-1106	ROADS - FINDLEY & HARDIMAN	\$4,344.00	\$4,344.00	\$4,344.00	\$4,344.00	\$0.00	\$0.00	100%
230-4200-54-2202	ROADS-NEW HOLLAND T5120DC_S#02143	\$0.00	\$76,190.00	\$76,190.00	\$76,190.00	\$0.00	\$0.00	100%
<b>AMERICAN RESCUE PLAN (ARP) ACT FUND Expend Total</b>		<b>\$4,344.00</b>	<b>\$779,988.50</b>	<b>\$628,785.36</b>	<b>\$628,785.36</b>	<b>\$0.00</b>	<b>\$151,203.14</b>	<b>81%</b>

230 AMERICAN RESCUE PLAN (ARP) ACT FUND

	Prior	Current	YTD
Revenue:	\$4,402.93	\$1,080,542.58	\$1,080,542.58
Expended:	\$4,344.00	\$628,785.36	\$628,785.36
Net Income:	\$58.93	\$451,757.22	\$451,757.22

Grand Totals

	Prior	Current	YTD
Revenue:	\$4,402.93	\$1,080,542.58	\$1,080,542.58
Expended:	\$4,344.00	\$628,785.36	\$628,785.36
Net Income:	\$58.93	\$451,757.22	\$451,757.22

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Revenue Account Range: 250-00-0000 to 250-99-9999      Year To Date As Of: 06/30/22  
 Expend Account Range: 250-0000-00-0000 to 250-9999-99-9999      Current Period: 07/01/21 to 06/30/22  
 Print Zero YTD Activity: No      Prior Year: 07/01/20 to 06/30/21

Include Non-Anticipated: Yes      Anticipated      YTD Rev      Cancel      Excess/Deficit      % Real  
 Include Non-Budget: No

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
250-33-4252	DOT GRANT - LMIG (USE FOR FUTURE YEARS)	\$0.00	\$446,340.44	\$446,340.44	\$446,340.44	\$0.00	\$0.00	100%
250-33-4257	DOT GRANT - 2020 LMIG - SUPPLEMENT SOE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
250-33-4258	DOT GRANT - 2021 LMIG	\$405,287.25	\$405,000.00	\$0.00	\$0.00	\$0.00	-\$405,000.00	0%
250-33-4259	DOT GRANT - 2021 LMIG SAP	\$153,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
250-36-1001	LMIG INTEREST INCOME	\$1,081.62	\$1,000.00	\$1,035.44	\$1,035.44	\$0.00	\$35.44	104%
250-38-9005	MISCELLANEOUS	\$0.00	\$0.00	\$67,007.63	\$67,007.63	\$0.00	\$67,007.63	0%
	<b>LMIG FUND Revenue Total</b>	<b>\$560,168.87</b>	<b>\$852,340.44</b>	<b>\$514,383.51</b>	<b>\$514,383.51</b>	<b>\$0.00</b>	<b>-\$337,956.93</b>	<b>60%</b>

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
250-4200-00-0000	LMIG CONTROL ACCOUNT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
250-4200-54-1405	INFRASTRUCTURE 2019 LMIG SAP	\$97,250.60	\$10,466.90	\$10,466.90	\$10,466.90	\$0.00	\$0.00	100%
250-4200-54-1406	INFRASTRUCTURE 2020 LMIG	\$468,389.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
250-4200-54-1408	INFRASTRUCTURE 2021 LMIG	\$0.00	\$405,287.25	\$405,287.25	\$405,287.25	\$0.00	\$0.00	100%
250-4200-54-1409	INFRASTRUCTURE 2021 LMIG SAP	\$0.00	\$153,800.00	\$48,314.75	\$48,314.75	\$0.00	\$105,485.25	31%
	<b>LMIG FUND Expend Total</b>	<b>\$565,639.80</b>	<b>\$569,554.15</b>	<b>\$464,068.90</b>	<b>\$464,068.90</b>	<b>\$0.00</b>	<b>\$105,485.25</b>	<b>81%</b>

250	LMIG FUND	Prior	Current	YTD
	Revenue:	\$560,168.87	\$514,383.51	\$514,383.51
	Expended:	\$565,639.80	\$464,068.90	\$464,068.90
	Net Income:	-\$5,470.93	\$50,314.61	\$50,314.61

Grand Totals

Statement of Revenue and Expenditures

Revenue Account Range: 270-00-0000 to 270-99-9999  
 Expend Account Range: 270-0000-00-0000 to 270-9999-99-9999  
 Print Zero YTD Activity: No

Include Non-Anticipated: Yes  
 Include Non-Budget: No

Year To Date As Of: 06/30/22  
 Current Period: 07/01/21 to 06/30/22  
 Prior Year: 07/01/20 to 06/30/21

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
270-31-1350	RAILROAD EQUIPMENT	\$2,585.98	\$3,000.00	\$2,585.98	\$2,585.98	\$0.00	-\$414.02	86%
270-31-1750	FRANCHISE TAX-TELEVI	\$45,635.60	\$45,000.00	\$56,081.14	\$56,081.14	\$0.00	\$11,081.14	125%
270-31-4200	ALCOHOL BEVERAGE EXC	\$112,310.62	\$95,000.00	\$105,937.35	\$105,937.35	\$0.00	\$10,937.35	112%
270-31-4201	ALCOHOL MIXED DRINK BEVERAGE EXC	\$0.00	\$0.00	\$399.43	\$399.43	\$0.00	\$399.43	0%
270-31-6200	INSURANCE PREMIUM TAX	\$489,424.84	\$490,000.00	\$507,368.33	\$507,368.33	\$0.00	\$17,368.33	104%
270-32-1100	ALCOHOLIC BEVERAGE LICENSE	\$19,200.00	\$15,000.00	\$19,286.50	\$19,286.50	\$0.00	\$4,286.50	129%
270-32-1200	GENERAL BUSINESS LICENSE	\$14,525.00	\$11,300.00	\$14,800.00	\$14,800.00	\$0.00	\$3,500.00	131%
270-32-2230	SIGN PERMITS	\$0.00	\$0.00	\$600.00	\$600.00	\$0.00	\$600.00	0%
270-32-2231	CELL TOWER FEES	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-32-2232	METAL RECYCLE PERMIT	\$0.00	\$0.00	\$200.00	\$200.00	\$0.00	\$200.00	0%
270-33-7001	FIRE BUDGET SURPLUS METTER	\$67,090.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-34-4110	REFUSE COLLECTION CHARGE	\$399,261.11	\$340,000.00	\$397,487.97	\$397,487.97	\$0.00	\$57,487.97	117%
270-35-1400	CODE VIOLATION FINES	\$0.00	\$0.00	\$50.00	\$50.00	\$0.00	\$50.00	0%
270-36-1001	INTEREST INCOME	\$1,456.70	\$1,500.00	\$1,902.56	\$1,902.56	\$0.00	\$402.56	127%
270-38-9005	MISCELLANEOUS	\$0.00	\$0.00	\$8.83	\$8.83	\$0.00	\$8.83	0%
<b>SPECIAL SERVICE DISTRICT FUND Revenue Total</b>		<b>\$1,151,590.35</b>	<b>\$1,000,800.00</b>	<b>\$1,106,708.09</b>	<b>\$1,106,708.09</b>	<b>\$0.00</b>	<b>\$105,908.09</b>	<b>111%</b>

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
270-1510-00-0000	ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-1510-52-3300	ADVERTISING	\$610.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-1510-52-3604	BANK FEES	\$146.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-1510-52-3901	ALCOHOL LICENSE-GCIC FEES	\$214.00	\$0.00	\$43.25	\$43.25	\$0.00	-\$43.25	0%
270-1510-57-9000	CONTINGENCIES	\$0.00	\$125,926.37	\$0.00	\$0.00	\$0.00	\$125,926.37	0%
270-4520-00-0000	COLLECTIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-4520-52-2110	GARBAGE COLLECTION	\$331,801.92	\$367,500.00	\$348,371.28	\$348,371.28	\$0.00	\$19,128.72	95%

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
270-7410-00-0000	ZONING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7410-52-1201	ATTORNEY FEES	\$3,228.00	\$2,500.00	\$2,305.41	\$2,305.41	\$0.00	\$194.59	92%
270-7410-52-3300	ADVERTISING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-00-0000	CODE ENFORCEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-51-1100	CODE ENFORCEMENT - REGULAR EMPLOYEE	\$0.00	\$10,000.00	\$10,000.08	\$10,000.08	\$0.00	-\$0.08	100%
270-7450-51-2100	CODE ENFORCEMENT-GROUP INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-51-2200	CODE ENFORCEMENT-SOCIAL SECURITY-FICA	\$0.00	\$765.00	\$764.88	\$764.88	\$0.00	\$0.12	100%
270-7450-51-2700	CODE ENFORCEMENT-WORKERS COMPENSAT	\$0.00	\$0.00	\$242.09	\$242.09	\$0.00	-\$242.09	0%
270-7450-52-3203	CODE ENFORCEMENT-CELL PHONE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-52-3500	CODE ENFORCEMENT-TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-52-3700	CODE ENFORCEMENT-EDUCATION & TRAINING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-53-1270	CODE ENFORCEMENT-GAS & DIESEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-53-1701	CODE ENFORCEMENT-UNIFORMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-7450-54-2200	CODE ENFORCEMENT-VEHICLES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-9000-00-0000	OTHER DEPARTMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
270-9000-54-1031	FIRE CAPITAL STIPEND	\$31,846.14	\$36,620.00	\$36,620.00	\$36,620.00	\$0.00	\$0.00	100%
270-9000-57-1010	INDUSTRIAL AUTHORITY	\$115,981.00	\$121,783.00	\$121,782.96	\$121,782.96	\$0.00	\$0.04	100%
270-9000-57-1011	AIRPORT AUTHORITY	\$18,742.50	\$19,679.63	\$19,679.64	\$19,679.64	\$0.00	-\$0.01	100%
270-9000-57-1012	AIRPORT AUTHORITY-SPECIAL APPROPRIATIO	\$0.00	\$42,288.37	\$42,288.37	\$42,288.37	\$0.00	\$0.00	100%
270-9000-57-1030	FIRE PROTECTION METTER	\$294,939.60	\$300,574.50	\$300,574.50	\$300,574.50	\$0.00	\$0.00	100%
270-9000-57-1060	LIBRARY	\$51,071.50	\$52,071.50	\$52,071.50	\$52,071.50	\$0.00	\$0.00	100%
270-9000-61-1001	TRANSFER TO G/F	\$11,007.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>SPECIAL SERVICE DISTRICT FUND Expend Total</b>		<b>\$859,588.71</b>	<b>\$1,079,708.37</b>	<b>\$934,743.96</b>	<b>\$934,743.96</b>	<b>\$0.00</b>	<b>\$144,964.41</b>	<b>87%</b>

270	SPECIAL SERVICE DISTRICT FUND	Prior	Current	YTD
	Revenue:	\$1,151,590.35	\$1,106,708.09	\$1,106,708.09
	Expended:	\$859,588.71	\$934,743.96	\$934,743.96
	Net Income:	\$292,001.64	\$171,964.13	\$171,964.13



Statement of Revenue and Expenditures

<u>Expend Account</u>	<u>Description</u>	<u>Prior Yr Expd</u>	<u>Budgeted</u>	<u>Curr Expd</u>	<u>YTD Expd</u>	<u>Cancel</u>	<u>Balance</u>	<u>% Expd</u>
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**Grand Totals**

	<u>Prior</u>	<u>Current</u>	<u>YTD</u>
Revenue:	\$1,151,590.35	\$1,106,708.09	\$1,106,708.09
Expended:	\$859,588.71	\$934,743.96	\$934,743.96
Net Income:	\$292,001.64	\$171,964.13	\$171,964.13

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Year To Date As Of: 06/30/22  
Current Period: 07/01/21 to 06/30/22  
Prior Year: 07/01/20 to 06/30/21

Include Non-Anticipated: Yes  
Include Non-Budget: No

Revenue Account Range: 321-00-0000 to 321-99-9999  
Expend Account Range: 321-0000-00-0000 to 321-9999-99-9999  
Print Zero YTD Activity: No

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
321-31-3208	2018 SPLOST (COUNTY 56%)	\$693,854.33	\$663,040.00	\$792,322.73	\$792,322.73	\$0.00	\$129,282.73	119%
321-31-3209	2018 SPLOST (Hospital 20%)	\$309,756.37	\$296,000.00	\$353,715.51	\$353,715.51	\$0.00	\$57,715.51	119%
321-31-3210	2018 SPLOST (Metter 40%)	\$495,610.22	\$473,600.00	\$565,944.85	\$565,944.85	\$0.00	\$92,344.85	119%
321-31-3211	2018 SPLOST (Pulaski 4%)	\$49,561.02	\$47,360.00	\$56,594.49	\$56,594.49	\$0.00	\$9,234.49	119%
321-36-1005	INTEREST INC 2018 SP	\$1,454.75	\$25.00	\$1,455.79	\$1,455.79	\$0.00	\$1,430.79	5,823%
321-36-1006	INTEREST INC 2018 SPLOST Hospital 20%	\$31.00	\$250.00	\$65.38	\$65.38	\$0.00	-\$184.62	26%
321-39-3500	CAPITAL LEASE PROCEEDS	\$504,959.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
	<b>2018 SPLOST FUND Revenue Total</b>	<b>\$2,055,226.69</b>	<b>\$1,480,275.00</b>	<b>\$1,770,098.75</b>	<b>\$1,770,098.75</b>	<b>\$0.00</b>	<b>\$289,823.75</b>	<b>120%</b>

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
321-1510-00-0000	2018 SPLOST_New	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-1535-54-2301	IT - MultiFunction Printers - Capital	\$0.00	\$42,005.91	\$0.00	\$0.00	\$0.00	\$42,005.91	0%
321-1535-54-2400	IT/DATA CENTER CAPITAL OUTLAYS	\$7,128.99	\$10,000.00	\$8,217.92	\$8,217.92	\$0.00	\$1,782.08	82%
321-1535-54-2401	IT - COURTHOUSE RENO IT UPGRADE	\$5,230.01	\$0.00	\$3,364.20	\$3,364.20	\$0.00	-\$3,364.20	0%
321-1550-54-2301	COUNTY GEN ADMIN - TAX ASSESSOR - FF&E	\$0.00	\$4,500.00	\$4,500.00	\$4,500.00	\$0.00	\$0.00	100%
321-1565-54-1001	PUBLIC BUILDING CAPITAL OUTLAYS	\$5,110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-1565-54-1002	PUBLIC BUILDINGS-COURTHOUSE RENOVATIC	\$65,033.79	\$158,165.90	\$144,623.11	\$144,623.11	\$0.00	\$13,542.79	91%
321-1565-54-1003	COURTHOUSE VCT SYSTEM	\$12,999.50	\$12,999.50	\$12,999.50	\$12,999.50	\$0.00	\$0.00	100%
321-1565-54-1004	PUBLIC BUILDINGS-25 DANIEL RENOVATIONS	\$0.00	\$26,125.00	\$21,376.00	\$21,376.00	\$0.00	\$4,749.00	82%
321-2180-54-2501	COUNTY GEN ADMIN - COC - OFFICE EQUIPME	\$0.00	\$5,100.00	\$3,100.00	\$3,100.00	\$0.00	\$2,000.00	61%
321-2450-54-2301	COUNTY GEN ADMIN - PROBATE - OFFICE FUR	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0%
321-2780-54-2401	COUNTY GEN ADMIN - COC - IT EQUIPMENT	\$0.00	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	100%
321-3300-54-2101	Sheriff- HVAC - Capital	\$0.00	\$9,000.00	\$7,846.00	\$7,846.00	\$0.00	\$1,154.00	87%
321-3300-54-2200	SHERIFF - VEHICLES - NEW	\$61,809.65	\$183,866.72	\$168,679.29	\$168,679.29	\$0.00	\$15,187.43	92%
321-3300-54-2201	SHERIFF VEHICLES - CAPITAL PURCHASE	\$6,448.26	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%

Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
321-3300-54-2400	SHERIFF - PUBLIC SAFETY RADIOS	\$12,599.93	\$176,055.79	\$176,055.79	\$176,055.79	\$0.00	\$0.00	100%
321-3300-54-2401	SHERIFF OTHER ELECTRONIC EQUIPMENT	\$3,187.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-3300-54-2501	SHERIFF - EQUIPMENT	\$0.00	\$36,800.00	\$35,650.23	\$35,650.23	\$0.00	\$1,149.77	97%
321-3600-54-2101	EMS - EQUIPMENT	\$18,808.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-3600-54-2201	EMS - AMBULANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-4200-54-2101	PUBLIC WORKS - HEAVY EQUIPMENT	\$504,959.00	\$132,500.00	\$132,500.00	\$132,500.00	\$0.00	\$0.00	100%
321-4200-54-2200	PUBLIC WORKS - 2020 MOTORGRADERS	\$0.00	\$108,065.10	\$108,065.10	\$108,065.10	\$0.00	\$0.00	100%
321-4200-54-2201	PUBLIC WORKS - VEHICLE	\$0.00	\$40,000.00	\$30,348.19	\$30,348.19	\$0.00	\$9,651.81	76%
321-4530-54-2100	SOLID WASTE CAPITAL - WATER TRAILER	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-4963-57-1094	2018 SPLOST METTER 40%	\$495,610.22	\$473,600.00	\$514,936.18	\$514,936.18	\$0.00	-\$41,336.18	109%
321-4963-57-1095	METTER - FIRE CAPITAL STIPEND	\$0.00	\$36,620.00	\$0.00	\$0.00	\$0.00	\$36,620.00	0%
321-4964-57-1094	2018 SPLOST PULASKI 4%	\$49,561.02	\$47,360.00	\$51,493.62	\$51,493.62	\$0.00	-\$4,133.62	109%
321-4968-57-1094	2018 SPLOST (Hospital 20%)	\$309,756.37	\$296,000.00	\$321,835.09	\$321,835.09	\$0.00	-\$25,835.09	109%
321-7130-54-2501	COUNTY GEN ADMIN - 4H OFFICE EQUIPMENT	\$0.00	\$1,200.00	\$844.00	\$844.00	\$0.00	\$356.00	70%
321-7460-54-1001	RECREATION DEPA CAPITAL OUTLAYS	\$2,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-7460-54-1201	RECREATION DEPT - FENCING	\$0.00	\$46,100.00	\$36,100.00	\$36,100.00	\$0.00	\$10,000.00	78%
321-7460-54-1203	RECREATION DEPT - NETTING	\$0.00	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0%
321-7460-54-1204	RECREATION DEPT - ROOF REPAIRS	\$0.00	\$22,415.00	\$22,415.00	\$22,415.00	\$0.00	\$0.00	100%
321-8000-58-1300	DEBT SERVICE PRINCIPAL	\$142,683.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
321-8000-58-2300	DEBT SERVICE INTEREST	\$16,017.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>2018 SPLOST FUND Expend Total</b>		<b>\$1,722,593.49</b>	<b>\$1,881,478.82</b>	<b>\$1,807,949.22</b>	<b>\$1,807,949.22</b>	<b>\$0.00</b>	<b>\$73,529.60</b>	<b>96%</b>

2018 SPLOST FUND

	Prior	Current	YTD
Revenue:	\$2,055,226.69	\$1,770,098.75	\$1,770,098.75
Expended:	\$1,722,593.49	\$1,807,949.22	\$1,807,949.22
Net Income:	\$332,633.20	-\$37,850.47	-\$37,850.47

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Revenue Account Range: 335-00-0000 to 335-99-9999  
 Expend Account Range: 335-0000-00-0000 to 335-9999-99-9999  
 Print Zero YTD Activity: No

Year To Date As Of: 06/30/22  
 Current Period: 07/01/21 to 06/30/22  
 Prior Year: 07/01/20 to 06/30/21

Include Non-Anticipated: Yes  
 Include Non-Budget: No

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
335-31-3204	TIA SPLOST	\$335,773.48	\$225,000.00	\$341,897.02	\$341,897.02	\$0.00	\$116,897.02	152%
335-31-3205	GDOT	\$611,368.22	\$0.00	\$65,474.90	\$65,474.90	\$0.00	\$65,474.90	0%
335-36-1004	INTEREST INC TIA SPL	\$1,662.99	\$0.00	\$2,107.99	\$2,107.99	\$0.00	\$2,107.99	0%
<b>TIA SPLOST FUND Revenue Total</b>		<b>\$948,804.69</b>	<b>\$225,000.00</b>	<b>\$409,479.91</b>	<b>\$409,479.91</b>	<b>\$0.00</b>	<b>\$184,479.91</b>	<b>182%</b>

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
335-4200-52-3300	ADVERTISING	\$0.00	\$0.00	\$549.00	\$549.00	\$0.00	-\$549.00	0%
335-4968-00-0000	2012 TIA SPLOST:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
335-4968-52-1204	ENGINEERING	\$29,136.04	\$95,000.00	\$82,579.73	\$82,579.73	\$0.00	\$12,420.27	87%
335-4968-54-1001	LAND ACQUISITION	\$54,244.37	\$0.00	-\$575.04	-\$575.04	\$0.00	\$575.04	0%
335-4968-54-1400	MISC TIA DISCRETIONARY-ROADS	\$0.00	\$12,576.15	\$12,576.15	\$12,576.15	\$0.00	\$0.00	100%
335-4968-54-1401	CANOCHEE PIPE REPAIR	\$8,583.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
335-4968-54-1403	2020 LMIG 10% MATCH	\$138,541.56	\$67,007.63	\$67,007.63	\$67,007.63	\$0.00	\$0.00	100%
335-4968-54-1404	2019 LMIG SAP 10% MATCH	\$0.00	\$13,843.10	\$13,843.10	\$13,843.10	\$0.00	\$0.00	100%
335-4968-54-1405	EDEN CHURCH RD	\$589,268.22	\$0.00	\$0.00	\$0.00	\$0.00	-\$0.00	0%
335-4968-54-1406	2021 LMIG 10% MATCH	\$9,246.00	\$38,167.12	\$38,167.12	\$38,167.12	\$0.00	\$0.00	100%
335-4968-54-1407	2021 LMIG SAP 10% MATCH	\$600.00	\$10,720.48	\$10,720.48	\$10,720.48	\$0.00	\$0.00	100%
335-4968-54-1408	2022 LMIG 10% MATCH	\$0.00	\$8,900.00	\$11,000.00	\$11,000.00	\$0.00	-\$2,100.00	124%
<b>TIA SPLOST FUND Expend Total</b>		<b>\$829,620.14</b>	<b>\$246,214.48</b>	<b>\$235,868.17</b>	<b>\$235,868.17</b>	<b>\$0.00</b>	<b>\$10,346.31</b>	<b>96%</b>

335	TIA SPLOST FUND	Prior	Current	YTD
	Revenue:	\$948,804.69	\$409,479.91	\$409,479.91
	Expended:	\$829,620.14	\$235,868.17	\$235,868.17
	Net Income:	\$119,184.55	\$173,611.74	\$173,611.74

Statement of Revenue and Expenditures

Revenue Account Range: 601-00-0000 to 601-99-9999  
 Expend Account Range: 601-0000-00-0000 to 601-9999-99-9999  
 Print Zero YTD Activity: No

Include Non-Anticipated: Yes  
 Include Non-Budget: No

Year To Date As Of: 06/30/22  
 Current Period: 07/01/21 to 06/30/22  
 Prior Year: 07/01/20 to 06/30/21

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Real
601-34-1750	ALLOCATED SELF INSURANCE COSTS FROM G	\$0.00	\$1,268,541.00	\$1,268,539.96	\$1,268,539.96	\$0.00	-\$1.04	100%
601-34-1751	PREMIUM CHARGES TO EMPLOYEES	\$0.00	\$0.00	\$22,948.53	\$22,948.53	\$0.00	\$22,948.53	0%
601-36-1001	PARETO CLAIMS ACT INTEREST INCOME	\$0.00	\$0.00	\$17.98	\$17.98	\$0.00	\$17.98	0%
601-36-1002	PARETO RESERVE ACT INTEREST INCOME	\$0.00	\$0.00	\$159.19	\$159.19	\$0.00	\$159.19	0%
601-38-9001	STOP LOSS REIMBURSEMENT	\$0.00	\$0.00	\$273,768.08	\$273,768.08	\$0.00	\$273,768.08	0%
<b>INTERNAL HEALTH INSURANCE FUND Revenue Total</b>		<b>\$0.00</b>	<b>\$1,268,541.00</b>	<b>\$1,565,433.74</b>	<b>\$1,565,433.74</b>	<b>\$0.00</b>	<b>\$296,892.74</b>	<b>123%</b>

Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
601-1510-00-0000	HEALTH INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
601-1510-55-2100	ADMINISTRATIVE FEES	\$0.00	\$75,538.00	\$83,370.50	\$83,370.50	\$0.00	-\$7,832.50	110%
601-1510-55-2101	CAPITAL CONTRIBUTIONS TO CAPTIVE	\$0.00	\$37,309.00	\$0.00	\$0.00	\$0.00	\$37,309.00	0%
601-1510-55-2200	PAID CLAIMS	\$0.00	\$781,310.00	\$703,245.57	\$703,245.57	\$0.00	\$78,064.43	90%
601-1510-55-2201	STOP LOSS PREMIUMS	\$0.00	\$374,383.00	\$369,678.92	\$369,678.92	\$0.00	\$4,704.08	99%
<b>INTERNAL HEALTH INSURANCE FUND Expend Total</b>		<b>\$0.00</b>	<b>\$1,268,540.00</b>	<b>\$1,156,294.99</b>	<b>\$1,156,294.99</b>	<b>\$0.00</b>	<b>\$112,245.01</b>	<b>91%</b>

601	INTERNAL HEALTH INSURANCE FUND	Prior	Current	YTD
Revenue:		\$0.00	\$1,565,433.74	\$1,565,433.74
Expended:		\$0.00	\$1,156,294.99	\$1,156,294.99
Net Income:		\$0.00	\$409,138.75	\$409,138.75

Grand Totals				
	Prior	Current	YTD	
Revenue:	\$0.00	\$1,565,433.74	\$1,565,433.74	
Expended:	\$0.00	\$1,156,294.99	\$1,156,294.99	

	FY2020	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 114,653.18	\$ 22,930.64	\$ 91,722.54	\$ 36,689.02	\$ 3,668.90	\$ 51,364.62
August	\$ 119,730.47	\$ 23,946.09	\$ 95,784.38	\$ 38,313.75	\$ 3,831.38	\$ 53,639.25
September	\$ 111,955.15	\$ 22,391.03	\$ 89,564.12	\$ 35,825.65	\$ 3,582.56	\$ 50,155.91
October	\$ 115,002.35	\$ 23,000.47	\$ 92,001.88	\$ 36,800.75	\$ 3,680.08	\$ 51,521.05
November	\$ 130,021.03	\$ 26,004.21	\$ 104,016.82	\$ 41,606.73	\$ 4,160.67	\$ 58,249.42
Nov Pro Rata	\$ 383.45	\$ 76.69	\$ 306.76	\$ 122.70	\$ 12.27	\$ 171.79
December	\$ 108,558.04	\$ 21,711.61	\$ 86,846.43	\$ 34,738.57	\$ 3,473.86	\$ 48,634.00
January	\$ 116,297.21	\$ 23,259.44	\$ 93,037.77	\$ 37,215.11	\$ 3,721.51	\$ 52,101.15
February	\$ 109,385.13	\$ 21,877.03	\$ 87,508.10	\$ 35,003.24	\$ 3,500.32	\$ 49,004.54
March	\$ 99,492.27	\$ 19,898.45	\$ 79,593.82	\$ 31,837.53	\$ 3,183.75	\$ 44,572.54
April	\$ 109,871.58	\$ 21,974.32	\$ 87,897.26	\$ 35,158.91	\$ 3,515.89	\$ 49,222.47
May	\$ 105,330.46	\$ 21,066.09	\$ 84,264.37	\$ 33,705.75	\$ 3,370.57	\$ 47,188.05
June	\$ 123,526.88	\$ 24,705.38	\$ 98,821.50	\$ 39,528.60	\$ 3,952.86	\$ 55,340.04
June Pro Rata	\$ 102.51	\$ 20.50	\$ 82.01	\$ 32.80	\$ 3.28	\$ 45.92
Totals	\$ 1,364,207.20	\$ 272,841.44	\$ 1,091,365.76	\$ 436,546.30	\$ 43,654.63	\$ 611,164.83

102.32%

	FY2021	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 120,784.30	\$ 24,156.86	\$ 96,627.44	\$ 38,650.98	\$ 3,865.10	\$ 54,111.37
August	\$ 122,574.17	\$ 24,514.83	\$ 98,059.34	\$ 39,223.73	\$ 3,922.37	\$ 54,913.23
September	\$ 118,636.48	\$ 23,727.30	\$ 94,909.18	\$ 37,963.67	\$ 3,796.37	\$ 53,149.14
October	\$ 129,010.92	\$ 25,802.18	\$ 103,208.74	\$ 41,283.49	\$ 4,128.35	\$ 57,796.89
November	\$ 118,740.77	\$ 23,748.15	\$ 94,992.62	\$ 37,997.05	\$ 3,799.70	\$ 53,195.86
Dec Prorata	\$ 195.61	\$ 39.12	\$ 156.49	\$ 62.60	\$ 6.26	\$ 87.63
December	\$ 121,766.55	\$ 24,353.31	\$ 97,413.24	\$ 38,965.30	\$ 3,896.53	\$ 54,551.41
January	\$ 136,602.56	\$ 27,320.51	\$ 109,282.05	\$ 43,712.82	\$ 4,371.28	\$ 61,197.95
February	\$ 119,113.35	\$ 23,822.67	\$ 95,290.68	\$ 38,116.27	\$ 3,811.63	\$ 53,362.78
March	\$ 115,059.61	\$ 23,011.92	\$ 92,047.69	\$ 36,819.08	\$ 3,681.91	\$ 51,546.71
April	\$ 144,544.87	\$ 28,908.97	\$ 115,635.90	\$ 46,254.36	\$ 4,625.44	\$ 64,756.10
May	\$ 138,512.60	\$ 27,702.52	\$ 110,810.08	\$ 44,324.03	\$ 4,432.40	\$ 62,053.64
June Prorata	\$ 173.26	\$ 34.65	\$ 138.61	\$ 55.44	\$ 5.54	\$ 77.62
June	\$ 142,428.95	\$ 28,485.79	\$ 113,943.16	\$ 45,577.26	\$ 4,557.73	\$ 63,808.17
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,528,144.00	\$ 305,628.80	\$ 1,222,515.20	\$ 489,006.08	\$ 48,900.61	\$ 684,608.51

114.61%

	FY2022	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 141,422.24	\$ 28,284.45	\$ 113,137.79	\$ 45,255.12	\$ 4,525.51	\$ 63,357.16
August	\$ 207,833.47	\$ 41,566.69	\$ 166,266.78	\$ 66,506.71	\$ 6,650.67	\$ 93,109.39
September	\$ 129,388.96	\$ 25,877.79	\$ 103,511.17	\$ 41,404.47	\$ 4,140.45	\$ 57,966.25
October	\$ 133,750.99	\$ 26,750.20	\$ 107,000.79	\$ 42,800.32	\$ 4,280.03	\$ 59,920.44
November	\$ 135,194.22	\$ 27,038.84	\$ 108,155.38	\$ 43,262.15	\$ 4,326.22	\$ 60,567.01
December ProRata	\$ 111.27	\$ 22.25	\$ 89.02	\$ 35.61	\$ 3.56	\$ 49.85
December	\$ 142,255.88	\$ 28,451.18	\$ 113,804.70	\$ 45,521.88	\$ 4,552.19	\$ 63,730.63
January	\$ 147,155.05	\$ 29,431.01	\$ 117,724.04	\$ 47,089.62	\$ 4,708.96	\$ 65,925.46
February	\$ 129,112.59	\$ 25,822.52	\$ 103,290.07	\$ 41,316.03	\$ 4,131.60	\$ 57,842.44
March	\$ 142,466.84	\$ 28,493.37	\$ 113,973.47	\$ 45,589.39	\$ 4,558.94	\$ 63,825.14
April	\$ 151,530.96	\$ 30,306.19	\$ 121,224.77	\$ 48,489.91	\$ 4,848.99	\$ 67,885.87
May	\$ 148,953.10	\$ 29,790.62	\$ 119,162.48	\$ 47,664.99	\$ 4,766.50	\$ 66,730.99
June Prorata	\$ 337.09	\$ 67.42	\$ 269.67	\$ 107.87	\$ 10.79	\$ 151.02
June	\$ 159,064.99	\$ 31,813.00	\$ 127,251.99	\$ 50,900.80	\$ 5,090.08	\$ 71,261.12
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,768,577.65	\$ 353,715.53	\$ 1,414,862.12	\$ 565,944.85	\$ 56,594.48	\$ 792,322.79

132.64%



QUEENSBOROUGH NATIONAL BANK & TRUST CO  
PO BOX 467  
LOUISVILLE, GA 30434

RATE CHANGE NOTICE

ACCOUNT INFORMATION	
DATE	06/16/2022
ACCOUNT NUMBER	0000001132429022
	BUSINESS LOAN



00001056 FBKWAY00000617224322 JOB22443 01 00000000 1  
CANDLER COUNTY HOSPITAL AUTHORITY  
C/O-CANDLER COUNTY COMMISSIONER CHAIRMAN  
1075 E HIAWATHA STREET  
METTER GA 30439

RECEIVED  
JUN 24 2022  
Candler Co.

Dear Customer,

THIS NOTICE IS TO ADVISE YOU THAT THE INTEREST RATE ON YOUR LOAN ACCOUNT HAS BEEN CHANGED AS SHOWN BELOW. PLEASE ADJUST YOUR RECORDS ACCORDINGLY.

ACCOUNT STATUS	
Loan Balance	\$906,932.46
Escrow Balance	\$0.00
Loan Date	12/17/2014
Maturity Date	01/05/2025
LOAN RATE CHANGE	
Effective Date	06/16/2022
New Interest Rate	5.25000%
Previous Effective Date	05/05/2022
Previous Interest Rate	4.50000%



## Exhibit D

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CANDLER COUNTY TO ASSURE COMPLIANCE WITH THE CONSTITUTION OF THE STATE OF GEORGIA BY ASSESSING AND PROVIDING FOR THE COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON GENERAL OBLIGATION SALES TAX BONDS TO BE ISSUED BY THE CANDLER COUNTY SCHOOL DISTRICT IN THE AGGREGATE PRINCIPAL AMOUNT OF \$4,500,000, AS AUTHORIZED BY AN ELECTION HELD FOR THAT PURPOSE ON NOVEMBER 2, 2021, PURSUANT TO AND IN CONFORMITY WITH THE CONSTITUTION AND STATUTES OF THE STATE OF GEORGIA, AND FOR OTHER PURPOSES.

WHEREAS, at an election duly called and held on November 2, 2021 (the "Election"), in Candler County, constituting the Candler County School District (the "School District"), a political subdivision of the State of Georgia, after notice thereof had been given to the qualified voters of the School District for the time and in the manner required by law, a majority of the qualified voters of the School District voting in the Election voted in favor of the reimposition in Candler County of a one percent sales and use tax for educational purposes (the "Educational Sales Tax") for a period of time not to exceed 20 consecutive calendar quarters and the issuance of general obligation debt by the School District, as described in a resolution adopted on July 15, 2021, by the Board of Education of Candler County (the "Board of Education"), as the controlling and managing body of the School District, by the terms of which resolution the Election was held; and

WHEREAS, pursuant to the results of the Election and the provisions of a bond resolution adopted on June 23, 2022 (the "Bond Resolution"), the Board of Education has authorized the issuance of \$4,500,000 in aggregate principal amount of CANDLER COUNTY SCHOOL DISTRICT GENERAL OBLIGATION SALES TAX BONDS, SERIES 2022 (the "Bonds"); and

WHEREAS, the Board of Education has determined that the Educational Sales Tax received by the School District in each year will be sufficient to pay fully all principal of and interest on the Bonds coming due in each year; and

WHEREAS, payment of the principal of and interest on the Bonds will be secured by and payable first from the Educational Sales Tax and then, if and to the extent necessary, from *ad valorem* taxes to be levied in the School District; and

WHEREAS, the Bonds shall constitute debt of the School District within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, Article IX, Section V, Paragraph VI of the Constitution of the State of Georgia provides that, at or before the time of incurring bonded indebtedness, provision must be made for the assessment and collection of an annual tax in an amount sufficient to pay the principal of and interest on said debt within 30 years from incurring such bonded indebtedness; and



WHEREAS, the Bonds and the issuance thereof have been confirmed and validated by judgment of the Superior Court of Candler County, Georgia, which judgment has ordered and adjudged that the Board of Education was and is authorized and empowered to recommend to the Board of Commissioners of Candler County (the "Board") the assessment and collection of a continuing direct annual tax to be levied on all the taxable property located within the boundaries of the School District, which constitutes all of Candler County, in an amount sufficient to pay the principal of and the interest on the Bonds in accordance with the terms thereof, to the extent the proceeds of the Educational Sales Tax are not sufficient for that purpose; and

WHEREAS, in order to provide for the assessment and collection of a continuing direct annual tax to be levied on all the taxable property subject to taxation for bond purposes located within the boundaries of the School District in an amount sufficient to pay the principal of and the interest on the Bonds as the same shall mature and become due, to the extent such principal and interest are not paid from proceeds of the Educational Sales Tax, the Board of Education, by resolution adopted on June 23, 2022, a certified copy of which resolution has been received by the Board, has recommended to the Board that such tax be assessed and collected in the appropriate years, sufficient in amount to produce the sums required to pay the principal of and interest on the Bonds to the extent the proceeds from the Educational Sales Tax received by the School District are not sufficient to make such payments, and that the funds provided by said tax shall be pledged irrevocably to and appropriated for the payment of the principal of and the interest on the Bonds.

NOW, THEREFORE, be it resolved by the Board of Commissioners of Candler County, in meeting assembled, that:

**Section 1. Tax Assessment for Payment of Bonds.** For the purpose of providing funds for the payment of the principal of and interest on all of the Bonds on the dates on which such principal and interest shall become due and be payable, to the extent such principal and interest are not paid from the proceeds of the Educational Sales Tax, there shall be and hereby is assessed and collected and there hereafter shall be collected in the appropriate years, beginning in the year 2022, a continuing direct annual tax upon all the taxable property within the boundaries of the School District, sufficient in amount to produce the sums required to pay the principal of the Bonds coming due on March 1 and the interest coming due on the Bonds on March 1 and September 1 in each of the years set forth on Exhibit A attached hereto and incorporated herein, through March 1, 2028, to the extent the proceeds from the Educational Sales Tax received by the School District are not sufficient to make such payments.

**Section 2. Funds Pledged for Payment of Bonds.** The funds provided by said tax shall be and hereby are irrevocably pledged to and appropriated for the payment of the principal of and interest on the Bonds, and provisions to meet the requirements hereof shall be made hereafter in due time and manner in the annual appropriation measure in each year, to the extent such principal and interest are not paid from the proceeds of the Educational Sales Tax, so that all of the Bonds, as to principal and interest, shall be fully paid as the same shall mature and become due.

**Section 3. Publication of Tax Rate.** The Board, as levying authority, together with the Board of Education, as recommending authority, shall comply with the provisions of

O.C.G.A. § 48-5-32, and all other statutory requirements as may exist from time to time relating to the publication of any reports or notices required prior to establishing millage rates each year for educational purposes, and shall take such other actions as may be required for the assessment and collection of taxes to provide funds in the years and amounts set forth in this resolution, to the extent the proceeds of the Educational Sales Tax received by the School District are not sufficient for that purpose. The Board and the Board of Education shall cause a report to be published in a newspaper of general circulation throughout Candler County at least two weeks prior to the establishment of the millage rates for *ad valorem* taxes for educational purposes during the current calendar year, in accordance with O.C.G.A. § 48-5-32.

Section 4. Compliance with Constitution. This resolution is adopted in order to assure compliance with Article IX, Section V, Paragraph VI of the Constitution of the State of Georgia. The Board of Education has determined that the Educational Sales Tax received by the School District in each year will be sufficient to pay fully all principal of and interest on the Bonds coming due in each year. The Board will take no action to establish a millage levy for the payment of any portion of the principal of and interest on the Bonds from *ad valorem* taxes until the Board of Education certifies to it any millage required for such purposes.

Section 5. Conflicting Provisions Repealed. Any and all resolutions or parts of resolutions, if any, in conflict herewith shall be and the same are repealed by the passage of this resolution.

RESOLUTION APPROVED AND ADOPTED, this July 11, 2022.

CANDLER COUNTY, GEORGIA

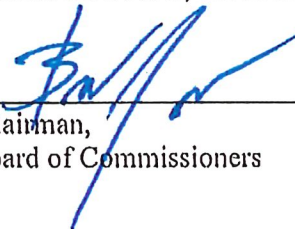
By:   
Vice-Chairman,  
Board of Commissioners



Exhibit A

## DEBT SERVICE SCHEDULE

Period Ending	Principal	Coupon	Interest	Semi-Annual Debt Service	Annual Debt Service
03/01/2023			\$138,125	\$138,125	
09/01/2023			112,500	112,500	\$250,625
03/01/2024	\$475,000	5.00%	112,500	587,500	
09/01/2024			100,625	100,625	688,125
03/01/2025	525,000	5.00	100,625	625,625	
09/01/2025			87,500	87,500	713,125
03/01/2026	570,000	5.00	87,500	657,500	
09/01/2026			73,250	73,250	730,750
03/01/2027	1,450,000	5.00	73,250	1,523,250	
09/01/2027			37,000	37,000	1,560,250
03/01/2028	1,480,000	5.00	37,000	1,517,000	1,517,000
<b>TOTAL</b>	<b>\$4,500,000</b>		<b>\$959,875</b>	<b>\$5,459,875</b>	<b>\$5,459,875</b>

CLERK'S CERTIFICATE

I, the undersigned Clerk of Candler County, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution approved and adopted by a majority vote of said Board of Commissioners of Candler County, in public meeting assembled on July 11, 2022, the original of which resolution has been entered in the official records of Candler County under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.



*Maranda K. Jank*  
Clerk of Candler County

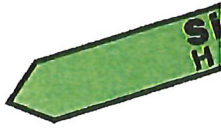


Exhibit E

STATE OF GEORGIA

COUNTY OF BULLOCH

MEMBER AGREEMENT

THIS AGREEMENT dated as of the July 11, 2022, between INDUSTRY BUYING GROUP ADMINISTRATORS, LLC., a Georgia limited liability company organized and existing under the laws of the State of Georgia ("IBG"), and Candler County Board of Commissioners, organized and existing under the laws of the State of Georgia ("Member").

WITNESSETH:

**WHEREAS**, IBG is a Georgia limited liability company which was formed for the stated purpose of developing and implementing a managed health care program (the "IBG Network") to provide affordable, quality, community-based health care to businesses and public entities that are members of IBG ("IBG Members"); and

**WHEREAS**, IBG has in effect certain agreements and from time to time enters into new agreements with hospitals, physicians, and other health care providers for the delivery of health care services to IBG Members and their employees and families; and

**WHEREAS**, Member desires to enroll as an IBG Member and to access the IBG Network, subject to the terms and conditions set forth herein;

**NOW, THEREFORE**, for and in consideration of the mutual covenants, conditions and agreements contained herein, the parties agree as follows:

1. **MEMBERSHIP.** During the term of this Agreement, Member shall be an IBG Member entitled to all privileges of the IBG Network.

2. **TERM.** The initial term of this Agreement shall be for a period of one (1) year commencing on \_\_\_\_\_, \_\_\_\_\_, and ending on \_\_\_\_\_, \_\_\_\_\_ (the "Initial Term"). This Agreement shall renew annually for successive one (1) year renewal terms (each, a "Renewal Term"), unless either party submits written notice of nonrenewal at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

### **3. MEMBERSHIP FEE.**

**Monthly Membership Fees.** Member shall pay to IBG Administrators, LLC, a monthly membership fee of six (\$6.00) dollars per employee/retiree of Member eligible to participate in the IBG Network.

**4. COVENANTS OF IBG.** IBG agrees during the term of this Agreement to the following:

(a) IBG shall use its best efforts to negotiate participating provider agreements with hospitals, physicians and other health care providers for the delivery of health care services to IBG Members, their employees and families ("IBG Participating Provider Agreements"). Each health care provider who is a party to an IBG Participating Provider Agreement shall be referred to herein as an "IBG Participating Provider."

(b) The employees and retirees of Member, their families, and other dependents that are eligible for and entitled to health care benefits under the Member's company health care plan ("IBG Patients") shall be entitled to receive health care services pursuant to the terms and conditions of the IBG Participating Provider Agreements. Member's company health care plan, as the same may be amended or replaced from time to time shall be referred to herein as "Member Plan."

(c) IBG shall provide Member with a list of IBG Participating Providers, as amended from time to time, upon request from the Member.

**5. COVENANTS OF MEMBER.** Member agrees during the term of this Agreement to the following:

(a) Member shall pay the membership fees set forth herein on or before the due date.

(b) Member shall reimburse IBG Participating Providers in accordance with their respective fee schedules for services rendered to IBG Patients of Member and Member shall abide by the terms of the IBG Participating Provider Agreements with respect to timing of reimbursements, coordination of benefits and other provisions. Upon request, the terms of such IBG Participating Provider Agreements shall be provided to Member for review and/or to facilitate payment by Member to the respective IBG Participating Provider. Deductibles, co-insurance, encounter fees and other financial responsibilities of the IBG Patient, as described in the Member Plan, are the responsibility of the IBG Patient, and Member shall be responsible to the IBG Participating Provider only for the balance of the fee described in the fee schedule

remaining after deducting deductibles, co-insurance, encounter fees and other financial responsibilities of the IBG Patient in accordance with the Member Plan.

(c) Member shall furnish IBG Participating Providers with sufficient information to identify IBG Patients of Member, including information regarding the identity and eligibility status of Member's IBG Patients. Member agrees to provide its IBG Patients with an appropriate enrollment card or other certification of said eligibility which will be presented to IBG Participating Provider at time service is rendered. Member shall cooperate with IBG Participating Providers in establishing procedures for assuring the prompt and efficient validation of eligibility status for IBG Patients.

(d) Member shall identify IBG Participating Providers as designated "in network" health care providers under the Member's Plan in enrollment and informational materials provided to Member's employees and their families and dependents.

(e) Member's Plan shall include steerage incentives which will encourage and enhance the utilization of IBG Participating Providers. Member shall use its reasonable best efforts to enforce the steerage incentives in Member's Plan and to otherwise encourage and enhance utilization of IBG Participating Providers. To facilitate this steerage and utilization commitment, Member (i) shall maintain the confidentiality of the terms of this Agreement, including the terms of any IBG Participating Provider Agreement, and any fee schedules, and shall not disclose said terms to any person or entity, including, without limitation, any hospitals, physicians or other health care providers, third-party administrators (other than third-party administrators contracted to administer the Member's company health care plan), insurance companies and brokers and other health care payors, and (ii) shall neither participate nor cooperate with hospitals, physicians or other health care providers, third-party administrators, insurance companies and brokers and other healthcare payors that offer to match the terms of the IBG Network or IBG Participating Provider Agreements or other similar arrangements that circumvent the steerage and utilization incentives of the Member's Plan.

(f) Member shall require each third-party administrator contracted to administer the Member's Plan to agree in writing that it (i) shall maintain the confidentiality of the terms of this Agreement, including the terms of any IBG Participating Provider Agreement, and any fee schedules, and shall not disclose said terms to any person or entity, including, without limitation, hospitals, physicians, other third-party administrators, insurance companies and brokers and other health care payors, and (ii) shall neither participate nor cooperate with hospitals, physicians, other third-party administrators, insurance companies and brokers and other health care payors that offer to match the terms of the IBG Network or IBG Participating Provider Agreements or other similar arrangements that circumvent the steerage and utilization incentives of the Member's Plan.

**6. REPRESENTATIONS AND WARRANTIES.** IBG and Member each represent and warrant that the execution and delivery of this Agreement has been properly approved and authorized by its duly authorized officers, board of directors,

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board of commissioners and /or board of trustees, as appropriate, and it has all necessary authority to consummate the transactions contemplated herein.

**7. ATTORNEY'S FEES.** If any fees or other charges owing under this Agreement are collected by or through an attorney at law, Member agrees to pay fifteen percent (15%) thereof as attorney's fees. The prevailing party in a judicial resolution of any other dispute in connection with this Agreement shall be entitled to all costs of such action, including its reasonable attorney's fees. In any arbitration under this Agreement, costs, including reasonable attorney's fees, shall be as apportioned by the arbitrators.

**8. TERMINATION FOR CAUSE.** Either party may terminate this Agreement, for cause, at any time by giving thirty (30) days written notice to the other party. Failure to pay any amounts due hereunder or to perform any of the material terms of this Agreement shall be deemed good cause for termination by the injured party.

**9. CHANGES TO MEMBER'S COMPANY HEALTH CARE PLAN.** Nothing in this Agreement shall be construed to restrict the Member from changing, revising, modifying or altering the form or content of its company healthcare plan. Notwithstanding the foregoing, any such changes, revisions, modifications or alterations shall not be construed to alter or limit Member's responsibilities, obligations, liabilities, and duties under this Agreement, including the obligation to pay IBG Participating Providers for covered services in accordance with the conditions and rates specified in the fee schedules provided to Member by IBG.

**10. LIABILITY AND INDEMNIFICATION.**

(a) **Liability.** Neither IBG, nor the Member, nor any of their respective agents, shall be liable to third parties for any act or omission of the other party.

(b) **Indemnification.** Member covenants that, from and after the execution of this Agreement, it shall indemnify and save IBG harmless from and against any and all losses, damages, liabilities and expenses (including, without limitation, settlement costs and any attorney's fees or other expenses for investigation or defending any actions or threatened actions) incurred by, imposed upon, or asserted against IBG resulting from or in connection with (i) the acts or omissions of Member during the term of this Agreement, except insofar as the same may arise solely out of the acts or omissions of IBG and (ii) any misrepresentation or breach of any warranty made by Member in this Agreement or the breach of any covenant, agreement or obligation of Member contained in this Agreement. Anything herein to the contrary notwithstanding, this indemnification shall survive the termination of this Agreement.



11. **NOTICES.** All notices required or permitted under this Agreement shall be sent by registered or certified mail, return receipt requested, addressed to the parties as follows:

- If to IBG: Industry Buying Group Administrators, LLC  
P. O. Box 1868  
Statesboro, GA 30459  
Attention: L. Duane Grantham, President
  
- with a copy to: Franklin, Taulbee, Rushing, Snipes, & Marsh, LLC  
Attn: Laura Marsh  
1209 Merchant Way, Suite 201  
Statesboro, GA 30458
  
- If to Member: Candler County Board of Commissioners  
1075 E Hiawatha St, Suite A  
Metter GA 30439
  
- with a copy to: Assured Partners, Attn: Paul Collins  
23452 Highway 80 East  
Statesboro GA 30461

Notwithstanding any provision in this Agreement to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either party to the other.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties. It may not be changed, waived or modified orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

13. **CONSTRUCTION AND JURISDICTION.** The provisions of this Agreement shall be construed in accordance with the laws of the State of Georgia. Each of the parties hereby consents and agrees that jurisdiction and venue of any action or proceeding in connection with the enforcement of, or the resolution of any dispute in connection with, this Agreement shall lie exclusively with the Superior Court of Bulloch County, Georgia.

14. **SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

15. **TIME.** Time is of the essence of this Agreement.

16. **HEADINGS.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

17. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

**INDUSTRY BUYING GROUP ADMINISTRATORS, LLC**

By: \_\_\_\_\_  
**L. Duane Grantham, President**

Candler County Board of Commissioners

Employer Name \_\_\_\_\_  
By: \_\_\_\_\_  
*[Handwritten Signature]*

Title: County Administrator

Attest: *[Handwritten Signature]*

Title: County Clerk





Customer Service and Eligibility Inquiries  
800.925.2272  
www.MERITAIN.com



**Member**

**Candler County Board of Commissioners**

Group #: 18152  
Member: **FIRST NAME LAST NAME**  
Member ID: 123456789123  
Division: A01  
Dependent(s):  
JANE Q SAMPLE  
JAKE Q SAMPLE

**Medical Plan**

Coverage:



The Industry Buying Group  
www.industrybuyinggroup.com  
888.511.1878

Aetna Network  
**aetna**  
Plan: Aetna Choice POS II

Office Visit \$30 Urgent Care \$75  
ER \$350 Specialist \$60

**Pharmacy Plan**

RX BIN: 017449  
RX PCN: 6792000  
RX GRP: PRXMRT

Magellan Rx  
MANAGEMENT  
www.magellanrx.com  
Customer Service:  
866.545.9428

Genreic \$15 Pref \$35 Non-Pref \$60  
Specialty 25%



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### Claims Submission

Mail all IBG medical claims to:  
IBG  
PO Box 1868  
Statesboro, GA 30459  
Payor ID: 81810

Mail all other claims & correspondence to:  
Meritain Health  
PO Box 853921

Richardson TX 75085-3921  
EDI: Change Healthcare 41124 or McKesson/Relay  
Health 1708 or 4561

NY Electing

To find an In-Network provider, please call:  
888.511.1878 (IBG) or 800.343.3140 (Aetna).

Deductible and OOP Information (Single/Family):  
INN Ded \$2500/ \$7500 OOP \$7900/ \$15800  
OON Ded \$7500/ \$22500 OOP \$23700/ \$47400

Printed

### Eligibility

Call 800.925.2272 or visit  
[www.MERITAIN.com](http://www.MERITAIN.com) for inquiries  
regarding eligibility, claims and plan  
benefits.

### Recertification

For Recertification call: 800.242.1199. Failure  
to comply with your plan's recertification  
requirements may result in a reduction of  
benefits.

24-Hour Automated Customer Service:  
800.566.9311 or [www.MERITAIN.com](http://www.MERITAIN.com)

**Cancer CARE**  
Upon Diagnosis Call:  
877.640.9610



INDEX # 009

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**RESOLUTION BY THE  
CANDLER COUNTY BOARD OF COMMISSIONERS**

**A RESOLUTION AMENDING THE COUNTY BUDGET FOR THE FISCAL YEAR 2022**

On this day, the 11th day of July 2022, the Candler County Board of Commissioners, having met for the purpose of discussing and passing a resolution, amending the County budget for the 2022 fiscal year do resolve that:

Whereas, the Board of Commissioners in the Budget Resolution for Fiscal Year 2022 reserved the right to amend said budget; and,

Whereas, the Board of Commissioners of Candler County are required to provide a balanced budget and approve all budgetary changes; and,

Whereas, changes in anticipated expenditures have occurred during the budget year; and,

Whereas, the Board of Commissioners of Candler County are desirous of amending the adopted budget to reflect these changes;

Therefore, upon a motion and second by the Candler County Commissioners, such a resolution is adopted, and the Candler County Commissioners issue the following budget amendment for the FY2022 budget;

For the fiscal year 2022 the budget is hereby amended as follows:

**Fund 100 – General Fund**

**Legislative (1100)**

- 100-1100-51-1100 Regular Employees – Increase by \$1,250.00 for personnel costs associated with certifications
- 100-1100-52-3500 Travel – increase by \$1,000 for costs incurred for ACCG annual conference

**Executive (1300)**

- 100-1300-51-1100 Regular Employees – increase by \$6,000 for payroll split between FY22 and FY23

**Elections (1400)**

- 100-1400-53-1102 Election Supplies – increase by \$11,189.43 for increased costs for warranties and supplies;
- 100-1400-51-1201 Poll Workers – FICA EX – increase by \$2,320.22 for costs associated with election poll workers

**RESOLUTION BY THE  
CANDLER COUNTY BOARD OF COMMISSIONERS**

- 100-1400-51-1300 Overtime – increase by \$1,689.43 for personnel costs associated with elections

**Tax Commissioner (1545)**

- 100-1545-52-1203 Professional Other – increase by \$4,000 for Harris Software Tax Accounting
- 100-1545-52-1202 Auditor – increase by \$2,500 for costs associated with external audit services not included in the original budget allocations;
- 100-1545-52,3202 Tax Billing Notices – increase by \$1,055.17 for costs associated with collection of unpaid taxes
- 100-1545-51-1100 Regular Employees – increase by \$5,700.00 for costs associated with payroll costs split between FY22 and FY23

**Public Buildings (1565)**

- 100-1565-52-2201 Building Repair & Maintenance – increase by \$5,000
- 100-1565-52-3205 Fire/Burglar – increase by \$2,500.00
- 100-1565-53-1104 Janitorial Supplies – increase by \$7,000
- 100-1565-53-1230 Electricity – increase by \$5,500.00 for increased electrical costs in FY22

**Clerk of Court (2180)**

- 100-2180-52-1303 Computer Service – increase by \$6,000 for increased costs for real estate records management
- 100-2180-53-1101 Office Supplies – increase by \$1,200 for excess office supply costs

**State Court (2300)**

- 100-2300-51-1100 Regular Employees – increase by \$5,500 for increased costs associated with employee costs;
- 100-2300-51-2200 Social Security FICA – increase by \$500 for increased FICA costs for state court employees

**Magistrate Court (2400)**

- 100-2450-51-1100 Regular Employees – increase by \$3,500 for increased costs for regular employees due to payroll

**Probate Court (2450)**

- 100-2450-51-1100 Regular Employees – increase by \$4,000 for increased costs for regular employees due to payroll

**Detention Center (3326)**

- 100-3326-51-1100 Regular Employees – increase by \$4,000 for increased costs for regular employees;

**RESOLUTION BY THE  
CANDLER COUNTY BOARD OF COMMISSIONERS**

- 100-3326-52-1205 Prisoner Medical – increase by \$5,000 for increased costs for prisoner medical

**Emergency Medical Services (EMS) (3600)**

- 100-3600-53-1600 Small Equipment – increase by \$4,250 for small equipment purchases;
- 100-3600-53-1111 Medical Supplies – increase by \$2,500 for increased costs of medical supplies;

**Emergency Management Agency (3920)**

- 100-3920-52-2207 Service Contracts – increase by \$3,440.00 for Tango Tango service

**Roads (4200)**

- 100-4200-52-2204 Equipment Repair and Maintenance – increase by \$20,000 for increased costs of repairs to equipment
- 100-4200-52-2205 Heavy Equipment Repair and Maintenance – increase by \$7,000 for increased costs of repairs
- 100-4200-53-1270 Gas & Diesel – increase by \$70,000 for increases in costs for fuel

**Other Departments (9000)**

- 100-9000-61-1002 Transfer to 230 – increase by \$1,049,178 for interfund transfer expense of Tranche 2 of the ARP funds

**250 – Local Maintenance and Improvement Grant (LMIG)**

**285 – Jail/Inmate Account**

**335 – Transportation Infrastructure Act (TIA)**

**321 – 2018 SPLOST**

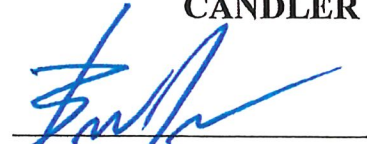
**270 – Special Services District**


**Code Enforcement (7450)**

- 270-7450-51-2700 Workers Compensation – increase by \$242.09 for expenses associated with workers compensation insurance

**230 – American Rescue Plan Act (ARPA)**

**RESOLUTION BY THE  
CANDLER COUNTY BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Brad Jones, Vice-Chairman  
Candler County Board of Commissioners

  
\_\_\_\_\_  
Kellie Lank, County Clerk





## Exhibit G

June 21, 2022



Wellston Associates  
Land Surveyors, LLC

Candler County Board of Comm.  
Attn: Bryan Aasheim  
1075 East Hiawatha St.  
Suite A  
Metter, GA 30439

June 21, 2022

**Subject: Candler County Survey fee proposal**

Mr. Aasheim:

Wellston Associates Land Surveyors is pleased to provide Candler County Board of Commissioners with a cost estimate for a topographic survey. Our fee proposal for the work as outlined in the RFP is \$2,870. This will include the survey criteria as requested, as well as but is not limited to the following survey criteria:

**Survey Criteria:**

Acquisition of photogrammetric dataset to support 2' contour mapping and +/-3" orthophotography. Deliverables of the Topographic survey will consist of a drawing (.DWG) that will be in Auto Gadd 2018 format and three signed sealed hard copies of the Topographic survey (24" x 36") available upon request.

Any changes or additions to the scope as outlined above will be considered as additional services and performed at an additional fee on a time and materials basis as per the attached rate sheet dated 6/21/2022.

This proposal, along with our attached rate sheet and proposal acceptance letter will constitute an agreement when the client authorizes Wellston Associates to proceed with the services as stated above. If this proposal is acceptable, please execute the signature located on the attached proposal acceptance letter and return the original to our office. This will serve as notice to proceed. Please keep a copy for your records.

If you should have any questions, please feel free to call.

We appreciate the opportunity of working with you on this project.

Sincerely,

Spencer H. Johnson, PLS

Wellston Associates Land Surveyors, LLC maintains Professional Liability insurance coverage and all other insurance coverage required by state law. Certificates can be issued upon request identifying details and limits of coverage.

Wellston Associates Land Surveyors, LLC	
506 Osigian Blvd. Suite 2	Phone (478)971-3382
Warner Robins GA 31088	Fax (478)971-1400
Carl B. Levi, PLS	Mobile (478)320-4848
Spencer H. Johnson, PLS	Mobile (478)973-7161

## PROPOSAL ACCEPTANCE SHEET

June 21, 2022

**STATEMENT OF GENERAL TERMS & CONDITIONS****1. Fee Structure**

The following hourly rates for various categories of personnel are currently in effect:

<b>Hourly Rate</b>	<b>Category</b>
\$150	Registered Land Surveyor
\$140	Project Surveyor
\$130	Cadd technicians
\$170	GPS Crew
\$170	Robotic Crew
\$220	UAV Crew
\$220	PIX4D/Lidar Registration

Hourly rates will be adjusted semi-annually to reflect changes in the cost-of-living index as published. If overtime for nonprofessional personnel is required, the premium differential figured at time and one-half of their regular hourly rates are charged at direct cost to the project.

**2. Specialty Equipment**

- a) Vehicle Mileage \$0.55/Mile
- b) All-Terrain Vehicle \$50/Day
- c) Boat \$50/Day
- d) Per Diem \$146/Day/Man

The following expenses will be billed at a direct cost:

- e) Telephone/fax charges.
- f) Postage and shipping/courier services.
- g) In-house printing and reproduction.

6/21/2022

PROPOSAL ACCEPTANCE SHEET

June 21, 2022

Description of Services: UAV Topographic Survey

Project Name & Location: Candler County Landfill

FOR PAYMENT AND APPROVAL OF CHARGES:

Charge Invoice to the Account of:

Firm: Candler County Board of Comm.

Address: 1075 East Hiawatha St. Suite A

City: Metter

State: GA

Zip Code: 30439

Attn: Bryan Aasheim

Title: County Administrator

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Compensation for services rendered will be in accordance with the proposal referenced above. Invoices will be issued monthly. Payment is due upon receipt of invoice. A late payment charge of 18 percent per annum or the maximum amount allowed by the law will be applicable if payment is not made within 30 days after invoice date. The client will also pay any cost of collection, including reasonable attorney's fees if invoices are collected by law or through an attorney at law.

INSURANCE:

Our company agrees to maintain, subject to normal industry exclusions, statutory workers' compensation coverage, employer's liability, comprehensive general and automobile liability insurance coverage, and professional liability insurance coverage, in accordance with the laws of the state applicable to the work performed. Certificates can be issued upon request identifying details and limits of coverage.

PROPOSAL ACCEPTANCE:

The Terms and Conditions attached to this Proposal, including the Terms on this page are:

Accepted this 12th day of July, 2022

Candler County Board of Commissioners

Print or Type Individual, Firm or Corporate Body Name

Signature of Authorized Representative

Bryan Aasheim, County Administrator

Print or Type Name of Authorized Representative and Title

Wellston Associates Land Surveyors, LLC
506 Osigian Blvd. Suite 2 Phone (478)971-3382
Warner Robins GA 31088 Fax (478)971-1400
Carl B. Levi, PLS Mobile (478)320-4848
Spencer H. Johnson, PLS Mobile (478)973-7161

## Exhibit H

STATE OF GEORGIA

COUNTY OF CANDLER

**AGREEMENT FOR SERVICES**

This Agreement made and entered into between Candler County, Georgia, a political subdivision of the State of Georgia, acting by and through the Candler County Board of Commissioners, hereinafter referred to as "The County", and Davis Heating & Air, of Candler County, Georgia, hereinafter referred to as "Davis".

**WITNESSETH:**

For and in consideration of the mutual benefits and covenants between The County and Davis as hereinafter set out, the parties do hereby covenant and agree as follows, to wit:

1.

Davis shall provide service and routine maintenance for the 42 heating and air conditioning units owned by the County and presently in use in County owned buildings. Service shall be provided on a quarterly basis at a rate of \$70.00 per unit per quarter. Davis shall also provide quarterly service for the 13 heating and air conditioning units presently in use at the Candler County Sheriff's Office/Candler County Jail at the rate of \$65.00 per unit per quarter.

2.

In the event any heating and air conditioning unit needs to be replaced the County shall purchase said unit from Davis for all jobs that will cost less than \$12,000.00. For any job that will exceed \$12,000.00, the County must comply with the bid process specified in the County purchasing policy.

3.

Davis shall provide and maintain workmen's compensation insurance, as required by law, covering the employees of Davis in the performance of their duties under this Contract. Evidence of insurance shall be provided to The County by January 1 of each preceding year of this Contract. Further, Davis shall participate in Georgia's E-Verify program and shall not employ any person prohibited by law.

4.

All notices required to be given under the terms and provisions of this Contract shall be considered to be properly delivered if mailed to The County at: Candler County Board of Commissioners, 705 North Lewis Street, Metter, Georgia, 30439, and Davis at: \_\_\_\_\_

\_\_\_\_\_.

5.

PAYMENT. Davis shall submit to Candler County a bill for the previous month's service by the first (1<sup>st</sup>) day of the month following service, and Candler County shall verify said bill and pay Davis by the tenth (10<sup>th</sup>) day of the same month. In the event that the tenth (10<sup>th</sup>) day of the month is a Saturday or Sunday, then payment shall be due the following Monday.

6.

TERM OF CONTRACT. The term of this Agreement shall be for an initial period of one (1) year terms, commencing on July 1, 2022, and continuing until June 30, 2022. The term of this contract will be extended for successive one year terms unless either party takes positive action at least 90 days prior to the end of any single year term with an intention to terminate. Either party desiring to terminate this agreement prior to the next successive one year term must provide notice to the other party by certified mail. If no action is taken by either

party, the next successive annual term will commence and all other terms and conditions of this agreement will still apply. This agreement may be extended at any time if mutually agreed upon by both parties.

7.

NOTICE OF DEFAULT AND RIGHT TO CURE. In the event of a breach of or default under the terms of this Contract by either party, the non-defaulting party shall not declare a default or take any action hereunder without giving the defaulting party prior written notice setting forth in reasonable detail the nature of such breach or default and giving at least fifteen (15) business days to cure said breach or default.

8.

LAWS AND REGULATIONS OF GOVERNMENT. This Agreement shall be governed by and construed in accordance under the laws of the State of Georgia and its agencies.

9.

BINDING EFFECT. This Agreement constitutes the entire understanding between the parties and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. In the event that Davis enters into an agreement to sell or transfer all or substantially all of its stock, property, or assets to a third party, the buyer under said agreement shall be required to assume all of the rights and obligations of Davis hereunder; provided however, that The County shall have the right to approve or reject the transfer and assignment of this Contract, including as to whether or not Davis is released and relieved of its obligations hereunder, and the failure to obtain prior written approval from The County as to seller and/or transfer shall constitute a default hereof.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and affixed their seals, on the 11 day of July, 2022.

Signed, sealed and delivered  
In the presence of:

**Candler County Board of Commissioners**

Crystal Radu  
Unofficial Witness

BY: [Signature]  
Brad Jones, Vice-Chairman

Clara J. Frink  
Notary Public  
Georgia, Candler County  
My commission expires  
1-22-24



ATTEST: [Signature]  
Kellie Lank, Clerk



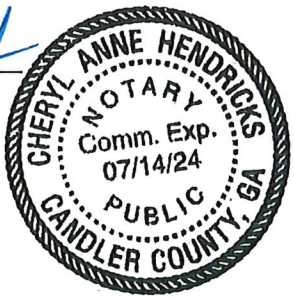
Signed, sealed and delivered  
In the presence of:

**Davis Heating & Air**

Alycia Nancy  
Unofficial Witness

BY: [Signature]  
Owner

Cheryl Anne Hendricks  
Notary Public  
Georgia, Candler County  
My commission expires





**SERVICE AGREEMENT**

500 W Monroe Street  
 Chicago, IL. 60661  
 (888) 325-9336

Quote Number : QUOTE-1695773  
 Contract Number: USC000036632  
 Contract Modifier: R11-MAR-22 21:33:09

Date: 03/12/2022

Company Name: CANDLER, COUNTY OF Attn: Justin Wells Billing Address: 1015 E HIAWATHA ST City, State, Zip: METTER , GA, 30439 Customer Contact: Justin Wells Phone:
---

Required P.O. :  
 Customer # : 1036882638  
 Bill to Tag # :  
 Contract Start Date : 01-Jul-2022  
 Contract End Date : 30-Jun-2023  
 Anniversary Day : Jun 30th  
 Payment Cycle : ANNUALLY  
 PO # :

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC0336A	NETWORK PREVENTIVE MAINT-LEVEL 2	\$3,297.60
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$18,252.37
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$3,351.57
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$1,158.82
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$5,349.49
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$592.82
		Subtotal - Recurring Services	\$2,666.89
		Subtotal - One-Time Event Services	\$0.00
		Total	\$2,666.89
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.





# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-1695773  
Contract Number: USC000036632  
Contract Modifier: R11-MAR-22 21:33:09

I have received Statements of Work which describes the cybersecurity services provided on this Agreement. Motorola's Service Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at <http://www.motorolasolutions.com/cyber-renewals-integrations>) by reference.


	Service Included in this Contract?	Service Opt-Out? *	Not Applicable (add reason code)
Security Update Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	# _____
Remote Security Update Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>	# _____
Managed Detection and Response	<input type="checkbox"/>	<input checked="" type="checkbox"/>	# _____

\*Service Opt-out - I have received a briefing on this service and choose not to subscribe.


If Selecting "Not Applicable", please see below reason codes:

- 1 Infrastructure / Product / Release not supported
- 2 Tenant or user restrictions
- 3 Customer purchased/existing service(s)

Notation: *This section is to be completed by the CSM in conjunction with Customer during dialog*

  
 AUTHORIZED CUSTOMER SIGNATURE \_\_\_\_\_ TITLE County Administrator DATE 7-1-2022

Bryan Aasheim  
CUSTOMER (PRINT NAME)

  
 MOTOROLA REPRESENTATIVE(SIGNATURE) \_\_\_\_\_ TITLE CSM DATE 6/27/2022

Geoff Thames  
 MOTOROLA REPRESENTATIVE(PRINT NAME) \_\_\_\_\_ PHONE 4783612323



**MOTOROLA SOLUTIONS**

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

## SERVICE AGREEMENT

Quote Number : QUOTE-1695773  
Contract Number: USC000036632  
Contract Modifier: R11-MAR-22 21:33:09

Company Name : CANDLER, COUNTY OF  
Contract Number : USC000036632  
Contract Modifier : R11-MAR-22 21:33:09  
Contract Start Date : 01-Jul-2022  
Contract End Date : 30-Jun-2023



## SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-1695773  
Contract Number: USC000036632  
Contract Modifier: R11-MAR-22 21:33:09

### Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

#### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

#### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

#### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

#### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

#### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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### Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

### Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

### Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

### Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

### Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

### Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 09, 2021



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## Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

**1. Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

**2. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

**3. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: Geoff Thames  
Name: Geoff Thames  
Title: CSM  
Date: 6/27/2022

Customer: Candler County, Georgia

By: [Signature]  
Name: Bryan Aasheim  
Title: County Administrator  
Date: 7-1-2022

## Exhibit J

## MEDICATION REIMBURSEMENT MANAGEMENT AGREEMENT

THIS MEDICATION REIMBURSEMENT MANAGEMENT AGREEMENT (the "Agreement"), made and entered into effective the 1<sup>st</sup> day of September, 2022 ("Effective Date"), by and between PAYER MATRIX, LLC, a Delaware limited liability company with business offices located at 1400 N. Providence Road, Building 2, Suite 5000, Media, PA 19063 ("Company") and CANDLER COUNTY BOARD OF COMMISSIONERS, a Georgia county government with offices located at 1075 E Hiawatha Street, Metter, GA 30439 ("Client").

BACKGROUND

WHEREAS, Company offers certain services which address prescription drug costs for specialty drugs by dealing directly with the alternate funding programs offered by manufacturers, through charitable organizations and accessing various grant programs; and

WHEREAS, Client desires to engage the Company to make available its services to Client's prescription plan sponsors and plan members; and

WHEREAS, Client and Company are willing to establish a business relationship on the terms and conditions set forth herein.

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

TERMS AND CONDITIONS

1. Scope of Services. Company shall provide certain drug or medication reimbursement management services on behalf of Client and its prescription drug plan sponsors and plan members as more specifically described in Schedule A hereof which is incorporated by reference herein and made a part of this Agreement (the "Services").

2. Obligations of Client. Client shall be obligated to provide the services and/or perform the duties set forth on Schedule B hereof which is incorporated by reference herein and made a part of this Agreement (the "Obligations").

3. Payment. Client shall pay Company for the Services performed at the rates specified in Schedule C. Company shall submit monthly invoices to Client for Services performed during the month. Client shall make payment of all invoices as provided in Schedule C. The parties agree that the compensation provided herein is consistent with fair market value in arm's length transactions.

4. Term and Termination.

4.1 The initial term of this Agreement shall be for a period of three (3) years from the Effective Date, and thereafter the term shall automatically renew for consecutive one (1) year terms unless either party, upon sixty (60) days written notice prior to the end of the then



current term, informs the other party of its intention to terminate the Agreement at the end of the current term.

4.2 Either party shall have the right to terminate this Agreement at any time, without cause, upon sixty (60) days written notice. After the termination date, Company shall have the right to continue to bill for Services for any patient assistance program that was initiated during the term of the agreement. Company may bill for these Services through the term/expiration of the patient assistance program or the end of the calendar year, whichever occurs first. Company will cooperate on a reasonable basis to facilitate a smooth transition of the Services to the Client or to another person or entity designated by the Client. Company shall be entitled to its fees for all Services performed by the Company. The Business Associate Agreement will remain in force while remaining patient assistance programs are expiring during the continuum of Services. Company will provide Client a list of patient assistance programs in place and their expiration date prior to the termination date.

4.3 Either party may give the other party written notice of a material default of this Agreement. If the defaulting party has not cured the default within thirty (30) days from the date such notice is sent, the Agreement may be terminated immediately at the option of the non-defaulting party upon written notice to the breaching party.

4.4 Either party may terminate this Agreement, effective immediately upon the giving of written notice, if the other party (i) suspends or discontinues its business operations; (ii) files or has filed against it a petition in bankruptcy which is not dismissed within sixty (60) days of filing, or is adjudicated bankrupt; (iii) makes a general assignment for the benefit of its creditors; or (iv) voluntarily or involuntarily dissolves or has a receiver, trustee, or other court officer appointed with respect to its property which is not dismissed within sixty (60) days of appointment.

## 5. Confidentiality.

5.1 Both parties mutually recognize and acknowledge that all business information, participant information, proprietary files, records, analyses, compilations, studies or opinions, financial statements, customer lists, lists of business acquaintances, processes, techniques, services, intellectual property, programming, techniques of application, concepts, purchasing, accounting, marketing, selling, recording of any activity disclosed to each other in connection with Company's performance under this Agreement are confidential information. Both parties shall keep in strict secrecy and confidence all information that each party assimilated or obtained or to which either party had access during the term of this Agreement for any reason or purpose without the prior written consent of the other party. These terms and conditions shall survive the termination of this Agreement.

5.2 Each party shall keep confidential all information relating to billing and financial information with respect to the Client, except to the extent reasonably needed to facilitate the Services to be rendered under this Agreement or as required by law.

5.3 Each party shall comply with all applicable federal and state statutes,

regulations, and rules relating to privacy and confidentiality of protected health information.

5.4 Each party shall be relieved of all obligations under Section 5.1 regarding Confidential Information which: (i) was known to receiving party prior to receipt hereunder as set forth in written records, (ii) at the time of disclosure to receiving party was generally available to the public, or which after disclosure hereunder, becomes generally available to the public through no fault of the receiving party, or (iii) is hereafter made available to receiving party from any third-party having a right to do so, or (iv) is required by law, regulation, subpoena, or judicial or governmental order to be disclosed, provided the receiving party shall notify the disclosing party prior to any such disclosure to permit disclosing party to oppose such disclosure by appropriate legal action.

5.5 Nothing herein shall be construed as giving receiving party any license, right, title, interest in or ownership of the Confidential Information. Upon request by a disclosing party, after termination of the Agreement or upon the completion of all Services required by the Agreement, receiving party shall return the Confidential Information to the disclosing party, provided however that if such Confidential Information is stored in back-up systems by such receiving party that is not readily accessible for return or deletion, such receiving party may maintain one copy in such database for which the confidentiality obligations hereunder shall continue regardless of expiration or termination of this Agreement.

6. Compliance with Laws. Each party agrees to perform its obligations hereunder in compliance with all then applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its related regulations, as amended (“HIPAA”) and the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Attached hereto as Schedule D is Company’s compliance with the notice requirement set forth in Section 408(b)(2) of ERISA. Company shall promptly make any changes to the Services necessary to comply with any changes in any federal (e.g. HIPAA), state, or local laws, rules, or regulations at no additional charge to Client, and Client agrees to fully cooperate with Company with respect to the preparation and execution of any amendments to this Agreement as may be required as result of a change in any federal (e.g. HIPAA), state, or local laws, rules, or regulations.

7. HIPAA Compliance. In connection with the provision of the Services provided hereunder, Company may have access to certain protected health information as defined by HIPAA. Company agrees to execute and comply with the HIPAA Business Associate Agreement attached hereto as Exhibit A, which is hereby incorporated by reference. This Section 7 shall survive the termination of this Agreement.

8. Debarment/Other Sanctions.

8.1 Company hereby certifies that it has never been debarred or sanctioned with respect to conduct involving a Federal Health Care Program (as defined in 42 U.S.C. § 1320a-7b(f)), including, but not limited to, the federal Medicare or a state Medicaid program, or debarred, suspended, excluded, or otherwise declared ineligible from any Federal agency or program. In the event that during the term of the Agreement the Company (i) becomes debarred,

suspended, excluded, sanctioned, or otherwise declared ineligible from any Federal agency or program, or (ii) receives notice of an action or threat of an action with respect to a debarment, suspension, exclusion, sanction, or ineligibility, Company agrees to immediately notify Client of such occurrence. Company also agrees that in the event that it becomes debarred, suspended, excluded, sanctioned, or otherwise declared ineligible from any Federal agency or program, it shall immediately cease providing any and all Services required to be performed pursuant to the Agreement.

8.2 Company hereby certifies that it has not and will not use in any capacity the services of any individual, corporation, partnership or association which is listed on the DHHS/OIG List of Excluded Individuals/Entities or the General Services Administration's Listing of Parties Excluded from Federal Procurement and Non-Procurement Programs. In the event that Company becomes aware of the debarment, suspension, exclusion, sanction, or ineligibility from any Federal agency or program, or threatened debarment, suspension, exclusion, sanction, or ineligibility from any Federal agency or program of any individual, corporation, partnership or association providing services to Company which directly or indirectly relate to the Services performed by Company pursuant to the Agreement, Company shall notify Client immediately and shall terminate its relationship with said individual, corporation, partnership or association. Upon the receipt of such notice by Client or if Client otherwise becomes aware of such debarment, suspension, exclusion, sanction or ineligibility, Client shall have the right to terminate this Agreement pursuant to the provisions of Section 4.

9. Independent Contractor Status.

9.1 It is understood and agreed that the Services of Company have been and will be rendered as an independent contractor and not as an employee, agent, or representative of Client. In this regard, neither Company nor any of its employees or agents shall be deemed for purposes of this Agreement to be employed by Client for purposes of any tax or contribution levied by the Federal Social Security Act or any corresponding state law with respect to employment or compensation for employment, and Company will file all forms and pay all taxes and other amounts required of an independent contractor.

9.2 Company shall have complete control over its method of providing Services, subject to the requirements of this Agreement and applicable law. Client will not exercise direct or implied authority over Company in its work nor shall it have supervisory power over Company or any of its employees or agents, other than to assure Company's adherence to the terms of this Agreement. Neither party shall have any responsibility for, or liability as a result of, any action, inaction, error or omission by the other.

10. Insurance. Each party will maintain, for the duration of this Agreement, appropriate insurance, from a reputable insurer in such amounts and covering such risks as is adequate for the conduct of its business and the value of its properties and as is customary for companies engaged in similar businesses in similar industries, that it reasonably believes will be adequate to cover its obligations hereunder. Upon request, each party will provide to the other

party a certificate of insurance showing that such insurance is in place. If self-insured, a party will supply a document stating that all insurance required under this Agreement is in force, such certification or documentation shall indicate any deductible and/or self-insured retention.

## 11. Indemnification.

11.1 Company agrees to indemnify and hold Client, its trustees, administrators, officers, directors, employees and agents harmless from any and all losses, reasonable costs, claims, demands, judgments and liability (including reasonable attorneys' fees) resulting from the performance of Company, its officers, directors, employees and agents under the Agreement, except to the extent that such losses, costs, claims, demands, judgments or liability are due to the gross negligence or intentional wrongful acts of Client.

11.2 Client agrees to indemnify and hold Company, its officers, directors, employees and agents harmless from any and all losses, reasonable costs, claims, demands, judgments and liability (including reasonable attorneys' fees) resulting from the performance of Client, its trustees, administrators, officers, directors, employees and agents under this Agreement, except to the extent that such losses, costs, claims, demands, judgments or liability are due to the gross negligence or intentional wrongful acts of Company.

11.3 Any party seeking indemnification pursuant to this Section 11 (the "Indemnitee") shall notify the party from whom indemnification is sought (the "Indemnitor") of Indemnitee's notice of any claim, proceeding or investigation. Such notice shall (i) be in writing, (ii) be delivered to Indemnitor within ten (10) days of the date Indemnitee receives notice of such claim, proceeding or investigation, and (iii) indicate the nature and basis of the claim, proceeding or investigation. The Indemnitee shall cooperate in the defense of such claim, proceeding or investigation, subject to reimbursement by the Indemnitor for all reasonable out-of-pocket expenses. The indemnification set forth in Sections 11.1 and 11.2 shall include amounts paid in settlement; provided, however, that no such settlement shall be entered into without the consent of each party, which consent shall not be unreasonably withheld.

12. Limitation of Damages. Neither party shall be liable for consequential or punitive damages whatsoever (including, without limitation, special, incidental, or indirect damages, whether for personal injury, loss of profits or compensation, business interruption or otherwise), in arbitration or in a court, whether or not foreseeable, except for a default of the Confidentiality provisions of Section 5 hereof, which shall permit either party to seek any and all legal or equitable remedies, including injunctive relief.

13. Access to Records. Until the expiration of six (6) years after the furnishing of the Services provided under this Agreement, both Company and Client will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this Agreement and all books, documents, and records necessary to certify the nature and extent of cost of the Services.

14. Arbitration. In the event of a dispute between the parties regarding this Agreement, the parties shall first attempt to resolve such dispute through amicable discussion. In

the event the parties are unable to resolve such dispute through discussion, the parties shall proceed to binding arbitration within thirty (30) days or longer if the parties mutually agree, and such arbitration shall be administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules and Procedures. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration and it shall be enforceable by any court of competent jurisdiction. The fees charged by the American Arbitration Association and by the arbitrator shall be divided equally by the parties. All other expenses related to the arbitration shall be borne by the party that incurs the expense.

15. Force Majeure. Each party shall be excused from performance under this Agreement (except with respect to the payment of monies) for any period and to the extent that it is prevented from performing any action, in whole or in part, as a result of delays beyond its reasonable control caused by the other party or by an act of God, war, civil disturbance, court order, labor dispute, third party nonperformance, or other cause beyond its reasonable control, including without limitation, failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment. Such nonperformance shall not be a default or a ground for termination of this Agreement. Each party shall endeavor to promptly remedy the cause of any such nonperformance.

16. General Provisions.

16.1 This Agreement shall constitute the entire agreement of the parties hereto as of the Effective Date. It may not be changed orally, but only by agreement in writing signed by both parties.

16.2 All parties to this Agreement specifically agree to act in good faith in interpreting this Agreement and in carrying out their respective duties and obligations hereunder.

16.3 Because each party has participated fully in the drafting and preparation of this Agreement, the Agreement shall not be construed more strongly against either party.

16.4 Unless otherwise expressly provided in this Agreement, all rights, obligations and other terms and conditions specifically stated in this Agreement shall survive the execution of this Agreement.

16.5 If any one or more of the provisions contained in this Agreement for any reason are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16.6 This Agreement shall be binding on the parties and their respective successors and assigns. Neither party may assign its rights or delegate its rights or delegate its material obligations under this Agreement without the prior written consent of the other party.

16.7 Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery,

when actually delivered; (ii) by overnight courier, upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth above or to such other address as either party may provide in writing.

16.8 This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the Commonwealth of Pennsylvania.

16.9 If a party hereto waives any term, provision or the other party's breach of this Agreement, such waiver shall not be effective unless it is in writing and signed by that party. No waiver by a party of a breach of this Agreement shall constitute a waiver of any other or subsequent breach by either party.

16.10 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by electronic transmission of documents in "pdf" or other electronic format constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of originals for all purposes. Signatures of the parties transmitted by electronic transmission of documents in "pdf" or other electronic format will be construed as the parties' original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the above mentioned day and year.

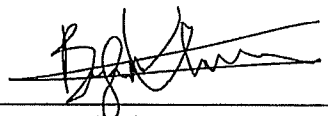
COMPANY:

CLIENT:

PAYER MATRIX, LLC

CANDLER COUNTY  
BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Name: Jennifer Hoefner, RPh.  
Title: Executive Vice President

By:  \_\_\_\_\_  
Name: Bryan Aasheim  
Title: County Manager

## SCHEDULE A

Program Description and Scope of Services

1. Program Description. Company offers certain services which address prescription drug costs for specialty drugs by dealing directly with the alternate funding programs offered by manufacturers, through charitable organizations and accessing various grant programs (the "Program").

2. Scope of Services. The Company shall provide the Services as described below to Client's plan members who have elected the Services and are identified by Client to be eligible for specialty prescription drug benefits (each a "Program Enrollee" and collectively, "Program Enrollees"). The Services shall include:

(i) providing enhanced reimbursement services for certain prescription drug products that require (a) a difficult or unusual process of administration to Program Enrollees, (b) mandated Risk Evaluation and Mitigation Strategy ("REMS"), (c) enhanced data collection efforts, (d) patient management services that are enhanced beyond the normal practice of pharmacy, (e) products used in the treatment of rare diseases, (f) specific patient training or side effect management, and (g) may cost greater than \$670 per 30-day supply (collectively, "Specialty Drugs");

(ii) facilitating the initial and on-going enrollment of Program Enrollees in alternative funding programs with active prescription orders for Specialty Drugs listed on the Specialty Drug List ("SDL");

(iii) confirming shipment and receipt of prescriptions for Specialty Drugs listed on the SDL provided to Program Enrollees under the Program;

(iv) providing instructions to specified pharmacy(s), as designated by alternate funding programs, to coordinate alternative funding program prescription dispensing on behalf of Program Enrollees;

(v) providing sufficient information to Client to support reconciliation of Cost Avoidance Fees, including the provision of (a) Program Enrollee utilization activity, (b) plan, alternate funding, and Program Enrollee payment values, and (c) Cost Avoidance;

(vi) engaging with Client's vendors, PBM, and Program Enrollees in coordination with Client to resolve issues that may affect Program Enrollees' access to Specialty Drugs; and

(vii) providing recommendations to Client thirty (30) days prior to each calendar quarter for additions and deletions of Specialty Drugs on the SDL.

## SCHEDULE B

Client Obligations

Client shall be responsible for complying with the following obligations and/or contractual responsibilities:

- Prior to the commencement of Services, Client will undertake actions to establish that Client's plan design adheres to the needs of the Program and shall provide notification to its plan membership consistent with the notice requirements under its plan documents and all applicable laws and regulations governing Client's plans, informing its members of the change in specialty medications benefits.
- Client will provide Company with eligibility files prior to commencement of Services and thereafter on an on-going basis as required for Company to adequately perform Services.
- Client or its contracted claim manager will provide Company with electronic rejected claims files from the pharmacy benefit manager on a daily basis.
- Prior to the commencement of Services, Client will designate a point of contact and contact information for such designated person for administrative purposes, including but not limited to overseeing override requests as well as addressing any other issues arising from the provision of Services hereunder.
- Client agrees to make available to Company all records necessary for performing the Services hereunder. The Client will communicate with Company, in a timely manner, as reasonably necessary for Company to perform the Services hereunder, provided that all such communications between the parties will be in writing.



## SCHEDULE C

Fee Schedule1. Calculation of Cost Avoidance Fee.

Company, in consideration for Company providing the Services, shall receive a payment ("Cost Avoidance Fee") equal to thirty percent (30%) of the Cost Avoidance (as defined below) amount to Client for drugs listed on the SDL (as defined in Schedule A) that are funded under the Program. Notwithstanding the above, the Cost Avoidance Fee for any individual member of the Client for each Specialty Drug may not exceed Seventy-Five Thousand (\$75,000) Dollars per calendar year.

2. Payment of Compensation.

Cost Avoidance Fee payments shall be due and payable monthly, for the previous months' Cost Avoidance. Each month is based upon the calendar month. Payments shall be due and payable thirty (30) days after the close of the prior month. Cost Avoidance Fee payments shall begin at the close of the monthly period in which the Services were first rendered by the Company to Client's membership under the Program. Any payment not paid by Client to the Company within thirty (30) days shall bear interest of 1.5% per month of any amounts due.

3. Definitions.

For purposes of this Schedule C, the following definitions apply:

(i) "Cost Avoidance" is defined as the Net Avoidance Amount per prescription fill of Specialty Drugs (as defined in Schedule A), on a monthly basis.

(ii) "Net Avoidance Amount" is calculated by subtracting the Medispan Average Wholesale Price per prescription of Specialty Drugs less the contracted rate via the Client's pharmacy network.

## SCHEDULE D

**Company Guide to Services and Compensation**

This Notice is a guide to important information that you should consider in connection with the services to be provided by Payer Matrix, LLC (“Company”) under the Medication Reimbursement Management Agreement (the “Agreement”).

For background, the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) imposes various duties and responsibilities on plan sponsors and fiduciaries of employer-sponsored benefit plans. As part of those duties and responsibilities, plan fiduciaries should consider fees and expenses, among other things, when selecting brokers or consultants that provide services to the plan in order to determine the reasonableness of the arrangement and qualify for the statutory prohibited transaction exemption found at Section 408(b)(2) of ERISA.

Company is providing this Notice to the responsible plan fiduciary of the plan that is the subject of this Agreement. This Notice is intended to meet the requirements of Section 408(b)(2) of ERISA (as amended by the Consolidated Appropriations Act, 2021), to inform you of the services and compensation that Company, in the capacity of a covered service provider, will expect to receive for providing its services under the Agreement.

Should you have any questions concerning this Notice or our services or compensation in general, please contact Jennifer Hoefner, Executive Vice President at [Jennifer.Hoefner@payermatrix.com](mailto:Jennifer.Hoefner@payermatrix.com).

<b>Information</b>	<b>Location</b>
A description of the services that Company will provide to your plan.	[Schedule A of the Agreement.]
A statement concerning the services that Company will provide as a fiduciary to your plan.	Not applicable because Company is not a fiduciary to your plan.
Compensation Company will receive from your plan.	[Schedule C of the Agreement.]
Compensation Company will receive from other parties that are not related to your plan (“ <u>Indirect Compensation</u> ”).	Not applicable because Company does not receive any Indirect Compensation.
Compensation that will be shared with Company’s affiliates or subcontractors.	Not applicable because Company does not share any compensation with its affiliates or subcontractors.
Compensation Company will receive if you terminate the Agreement and how any prepaid amounts will be calculated and refunded upon termination.	Not applicable because Company does not receive any compensation in connection with the termination of the Agreement and does not receive any prepaid amounts.

EXHIBIT "A"**BUSINESS ASSOCIATE AGREEMENT**

THIS BUSINESS ASSOCIATE AGREEMENT (this "*Agreement*") is entered into as of the 1<sup>st</sup> day of September, 2022 (the "*Effective Date*"), by and between CANDLER COUNTY BOARD OF COMMISSIONERS, a Georgia county government with offices located at 1075 E Hiawatha Street, Metter, GA 30439 (the "Covered Entity") its parent company, affiliates, related entities, and subsidiaries, and PAYER MATRIX, LLC, a Delaware limited liability company, with offices located at 1400 N. Providence Road, Building 2, Suite 5000, Media, PA 19063 (the "*Business Associate*"). Covered Entity and Business Associate are at times referred to herein individually as "*Party*" and collectively as "*Parties*."

WHEREAS, Covered Entity and Business Associate have an existing relationship under which Covered Entity will make available and/or transfer to Business Associate certain Protected Health Information (defined below), in conjunction with the performance of a function or activity that is being provided by Business Associate to Covered Entity, which is confidential and must be afforded special treatment and protection under the Privacy Rule (defined below) and the Security Rule (defined below), including the amendments to such rules contained in the HITECH Act (defined below).

WHEREAS, Business Associate will create, store, access, receive, maintain, and/or transmit certain Protected Health Information, on behalf of Covered Entity, that can be used or disclosed only in accordance with this Agreement, the Privacy Rule and the Security Rule.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Covered Entity and Business Associate agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Agreement have the same meaning as those ascribed to the terms in the Health Insurance Portability and Accountability Act of 1996 (as amended by the Health Information Technology for Economic and Clinical Health Act, Subtitle D of Title XIII of Division A of the American Recovery and Reinvestment Act of 2009 (the "*HITECH Act*")), and the regulations promulgated thereunder as set forth in the Code of Federal Regulations ("*C.F.R.*") at Title 45, Part 160, Part 162 and Part 164, and other applicable laws (collectively, "*HIPAA*"). In addition, the following terms shall have the following meanings:

1.1 "*Breach*" means the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule which compromises the security or privacy of the Protected Health Information, as described in 45 C.F.R. 164.402.

1.2 "*Business Associate*" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the entity identified as "Business Associate" above and its affiliates.

1.3 "*Covered Entity*" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean the entity identified as Covered Entity above.

1.4 **“Electronic Health Record”** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.5 **“Electronic Protected Health Information”** shall mean individually identifiable health information that is transmitted or maintained by electronic media as described in HIPAA.

1.6 **“HHS”** shall mean the U.S. Department of Health and Human Services.

1.7 **“Individual”** shall mean the person who is the subject of the Protected Health Information, and has the same meaning as the term “individual” is defined in HIPAA, and shall include a personal representative in accordance with 45 C.F.R. 164.502(g).

1.8 **“Privacy Rule”** shall mean the Standards for Privacy of Individually Identifiable Health Information, C.F.R. at Title 45, Parts 160 and 164.

1.9 **“Protected Health Information”** shall have the same meaning as the term “protected health information” as described in HIPAA, limited to the information created or received by Business Associate from, or on behalf of, Covered Entity.

1.10 **“Required By Law”** shall have the same meaning as the term “required by law” in HIPAA.

1.11 **“Secretary”** shall mean the Secretary of HHS or his or her designee.

1.12 **“Security Incident”** shall have the same meaning as the term “Security incident” as defined in 45 C.F.R. 164.304.

1.13 **“Security Rule”** shall mean the Standards for the Security of Electronic Protected Health Information, C.F.R. at Title 45, Parts 160, 162 and 164.

1.14 **“Unsecured Protected Health Information”** has the same meaning as the term “Unsecured protected health information” as defined in Section 13402 of the HITECH Act and 45 C.F.R. 164.402.

2. **Permitted Uses and Disclosures by Business Associate.**

2.1 **General Uses and Disclosures.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity (the **“Services”**), if such use or disclosure by Business Associate complies with the Privacy Rule’s minimum necessary policies and procedures required of Covered Entity (and/or Business Associate), and if such use or disclosure of Protected Health Information would not violate the Privacy Rule or the Security Rule if done by Covered Entity (and/or Business Associate).

2.2 **Limits On Uses And Disclosures.** Business Associate hereby agrees that it shall be prohibited from using or disclosing Protected Health Information that it creates, stores,

accesses, receives, maintains, or transmits on behalf of Covered Entity for any purpose other than as expressly permitted or required (i) to perform the Services, (ii) by this Agreement or (iii) as Required by Law.

2.3 Disclosure For Management, Administration and Legal Responsibilities. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of Business Associate or to carry out Business Associate's legal responsibilities, provided that:

- i. The disclosure is Required by Law; or
- ii. Business Associate obtains reasonable assurances from the person or entity to whom the Protected Health Information is disclosed that: (i) the Protected Health Information will remain confidential and be used or further disclosed only as Required by Law or for the specific purpose for which it was disclosed to the person, and (ii) they will notify Business Associate within thirty (30) days of the date of any Breach with respect to Unsecured Protected Health Information (or any other Security Incident or Breach with respect to Protected Health Information) received from Business Associate.

2.4 Data Aggregation Services. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide "Data Aggregation Services" (as defined by 45 C.F.R. 164.501) relating to the operations of the Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

3. Prohibited Uses and Disclosures. Business Associate shall not:

- i. Make or cause to be made any marketing communication about a product or service that is prohibited by Section 13406(a) of the HITECH Act;
- ii. Make or cause to be made any written fundraising communication that is prohibited by Section 13406(b) of the HITECH Act;
- iii. Disclose Protected Health Information to a health plan for payment or health care operations (as defined under the Privacy Rule) purposes if Covered Entity has advised Business Associate (or the Individual has notified Business Associate directly) that the Individual, or someone other than the health plan on behalf of the Individual, has (i) requested this special restriction, and (ii) paid out-of-pocket in full for the health care item or service to which the Protected Health Information solely relates, in accordance with Section 13405(a) of the HITECH Act; or
- iv. Directly or indirectly receive remuneration in exchange for Protected Health Information created, stored, accessed, received, maintained, or transmitted in connection with Business Associate's relationship with Covered Entity in accordance with Section 13405(d) of the HITECH Act, except as otherwise permitted by the HITECH Act; provided, however, that this prohibition shall not affect payment by Covered Entity to Business Associate.

4. **Business Associate Obligations.**

4.1 **Appropriate Safeguards.** Business Associate will establish and maintain reasonable and appropriate administrative, physical and technical safeguards to:

- i. Prevent the use or disclosure of the Protected Health Information, other than as such use or disclosure is permitted by this Agreement or to perform the Services; and
- ii. Protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that Business Associate creates, stores, accesses, receives, maintains, or transmits on behalf of Covered Entity.

4.2 **Security Rule.** Business Associate shall comply with the applicable policies and procedures and documentation requirements of the Security Rule set forth in 45 C.F.R. 164.308, 45 C.F.R 164.310, 45 C.F.R 164.312 and 45 C.F.R 164.316 as required by Section 13401(a) of the HITECH Act.

4.3 **Reports of Improper Use, Disclosure or Security Incidents.** Business Associate hereby agrees that it shall report to Covered Entity, in a reasonable time and manner, any:

- i. Use or disclosure of Protected Health Information not provided for or allowed by this Agreement; and
- ii. Security Incidents that Business Associate becomes aware of that involve the Electronic Protected Health Information covered under this Agreement.

4.4 **Subcontractors and Agents.** Business Associate will:

- i. Ensure that any agents and subcontractors to whom Business Associate provides Protected Health Information that Business Associate has created, stored, accessed, received, maintained, or transmitted on behalf of Covered Entity, agree to the same restrictions and conditions that apply to Business Associate in this Agreement; and
- ii. Notify Covered Entity in writing of any such agents and subcontractors to whom Business Associate discloses or otherwise provides such Protected Health Information.

4.5 **Right of Access to Protected Health Information.** Except as otherwise limited in this Agreement, Business Associate hereby agrees to provide, in a reasonable time and manner, access to Protected Health Information in a Designated Record Set (if applicable and as defined in HIPAA) to Covered Entity or, as directed by Covered Entity, to an Individual or Individual's designee in order to meet the requirements under 45 C.F.R. 164.524, at the written request of Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill Covered Entity's obligations under the HITECH Act.

4.6 **Amendments to Protected Health Information.** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set, if

applicable, that Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526, at the request of Covered Entity or an Individual, and in a reasonable time and manner. If any Individual requests an amendment of Protected Health Information directly from Business Associate (or Business Associate's subcontractors or agents), Business Associate will notify Covered Entity immediately following the request. Any approval or denial of amendment of Protected Health Information maintained by Business Associate (or Business Associate's subcontractors or agents) shall be the responsibility of Covered Entity.

4.7 Access to Books and Records. Except as otherwise limited in this Agreement, Business Associate agrees to make its internal policies, procedures, practices, books and records relating to the use, disclosure and safeguarding of Protected Health Information created, stored, accessed, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, available to the Secretary or Covered Entity, in a reasonable time and manner, for purposes of the Secretary's determining Covered Entity's compliance with the Privacy Rule and the Security Rule.

4.8 Documentation of Disclosures. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.

4.9 Provide Accounting of Disclosures. Except as otherwise limited in this Agreement, Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with Section 4.8 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528 and, if applicable, Section 13405(c) of the HITECH Act. In the event that the request for an accounting is delivered directly to Business Associate (or Business Associate's subcontractors or agents), Business Associate shall forward a copy of the request to Covered Entity immediately. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested.

4.10 Mitigation Procedures. Business Associate agrees to mitigate, to the extent commercially reasonable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

4.11 Notification of Breach. Except as otherwise provided under the HITECH Act, Business Associate agrees to notify Covered Entity immediately following the date of discovery of a Breach of Unsecured Protected Health Information as follows:

i. A Breach shall be deemed discovered by Business Associate when Business Associate actually knows of the Breach or, by exercising reasonable diligence, would have known of the Breach; and

ii. The notification required by this Section 4.11 shall be made in accordance with Section 14 and shall include, to the extent possible, (i) the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business

Associate to have been, accessed, acquired, used, or disclosed during the Breach, (ii) a brief description of what happened, including the date of the Breach and the date of the Business Associate’s discovery of the Breach, if known, (iii) a description of the types of Unsecured Protected Health Information involved in the Breach, (iv) any steps affected Individuals should take to protect themselves from potential harm resulting from the Breach, (v) a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches, and (vi) contact procedures for affected Individuals, which shall include a toll-free telephone number, an e-mail address, web site, and postal address.

5. **Covered Entity Obligations.**

5.1 **Provide Notice.** Covered Entity shall provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. 164.520, as well as any changes to such notice, in a reasonable time and manner, when such copy of the notice or amended notice is required for compliance with the Privacy Rule.

5.2 **Obtain Authorization.** Covered Entity shall obtain any consent or authorization from Individuals that may be required by applicable federal or state laws and regulations prior to furnishing Business Associate the Protected Health Information.

5.3 **Provide Changes of Authorization or Permission.** Covered Entity shall provide, in writing and in a reasonable time and manner, Business Associate with any changes in, or revocation of, authorization or permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate’s permitted or required uses and disclosures.

5.4 **Provide Restrictions.** Covered Entity shall notify Business Associate, in writing and in a reasonable time and manner, of any restrictions to the use or disclosure of Protected Health Information changing Business Associate’s obligations that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.

5.5 **Permissible Requests by Covered Entity.** Covered Entity shall not request that Business Associate use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule, the Security Rule or this Agreement if done by Covered Entity.

6. **Term.** The term of this Agreement shall commence as of the Effective Date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity in compliance with Section 9 of this Agreement.

7. **Termination for Cause.**

7.1 **By Covered Entity.** In accordance with Section 13404 of the HITECH Act, if Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate’s obligations under this Agreement, Covered Entity shall provide written notice of such breach to Business Associate and provide an opportunity for Business Associate to cure the breach or end the violation within 30 business days from the



date Business Associate receives the written notice from Covered Entity. If Business Associate does not cure the breach or end the violation within the stated cure period, Covered Entity may immediately terminate this Agreement and the underlying services agreement. In addition, Covered Entity may terminate this Agreement immediately without opportunity for cure if Covered Entity and Business Associate agree that cure is not reasonably possible or if Covered Entity deems such immediate termination to be appropriate under the circumstances.

7.2 By Business Associate. In accordance with Section 13404 of the HITECH Act, if Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, Business Associate shall provide written notice of such breach to Covered Entity and provide an opportunity for Covered Entity to cure the breach or end the violation within 30 business days from the date Covered Entity receives the written notice from Business Associate. If Covered Entity does not cure the breach or end the violation within the stated cure period, Business Associate may immediately terminate this Agreement and the underlying services agreement. In addition, Business Associate may terminate this Agreement immediately without opportunity for cure if Business Associate and Covered Entity agree that cure is not reasonably possible or if Business Associate deems such immediate termination to be appropriate under the circumstances.

8. Special Termination. In the event that any federal, state or local law or regulation currently existing or hereinafter enacted, or any final or non-appealable construction or interpretation of such law or regulation (whether federal, state or local) or enforcement of such laws or regulations hereinafter occurs that makes performance of this Agreement impossible or illegal, the Parties mutually agree to enter into a modification of this Agreement to make substantial performance of this Agreement possible. However, should the Parties be unable to agree upon an appropriate modification to comply with such requirements following thirty (30) days of good faith negotiations, either Party may give written notice to immediately terminate this Agreement and, in such event, Business Associate shall discontinue services for Covered Entity.

9. Effect of Termination.

9.1 Return of Protected Health Information. Except as otherwise limited in this Agreement, and except as provided in Section 9.2 of this Agreement, upon termination of this Agreement for any reason, Business Associate hereby agrees to return all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity or destroy such Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information, except as permitted by Section 9.2 of this Agreement.

9.2 Retention of Protected Health Information. Except as otherwise limited in this Agreement, in the event that Business Associate determines that returning or destroying the Protected Health Information in accordance with Section 9.1 of this Agreement is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of the Protected Health Information not feasible and shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such

Protected Health Information to those purposes that make the return or destruction not feasible, for as long as Business Associate maintains such Protected Health Information.

10. **Indemnification.** Except as otherwise limited in this Agreement, the parties agree that they shall mutually indemnify and hold harmless each other against any claims, liabilities, damages, and expenses, including reasonable attorneys' fees, incurred in defending or compromising actions brought against them arising out of or related to their or their employees' acts or omissions in connection with their negligent or fraudulent performance of their applicable duties under this Agreement. This indemnity shall be in proportion to the amount of responsibility found attributable to indemnifying party.

11. **Survival of Obligations.** Except as otherwise limited in this Agreement, termination of this Agreement shall not relieve either Party from fulfilling any obligation under this Agreement, including but not limited to, Sections 9 and 10 hereof, or any other agreement between the Parties that, at the time of termination, has already accrued to the other Party or which thereafter may accrue with respect to any act or omission that occurred prior to such termination.

12. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without reference to the conflict of laws principles of any other jurisdiction.

13. **Binding Nature and Assignment.** This Agreement shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

14. **Notices.**

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered in person, by an overnight express delivery service (e.g., Federal Express) or by registered or certified mail (postage prepaid, return receipt requested) to the other party at the following addresses (or at such other address for a party as shall be specified by like notice; provided that notices of a change of address shall be effective only upon receipt thereof):

If to Covered Entity: Candler County Board Of Commissioners  
1075 E Hiawatha Street  
Metter, GA 30439  
Attention: Bryan Aasheim, County Manager

If to Business Associate: Payer Matrix, LLC  
1400 N. Providence Road  
Building 2, Suite 5000  
Media, PA 19063  
Attention: Jennifer Hoefner, RPh.,  
Executive Vice President

Any notice or other communication pursuant to this Agreement shall be deemed to have been duly given or made and to have become effective upon the earliest of (a) when delivered in hand to the

party to which directed, (b) if sent by first-class mail postage prepaid and properly addressed as set forth above, at the time when received by the addressee, and receipt has been confirmed, (c) if sent by overnight express delivery service, the next succeeding day after being sent, provided that receipt has been acknowledged by such service, or (d) with respect to delivery by certified mail, return receipt requested, when delivery thereof, properly addressed as set forth above, is made by the U.S. Postal Service.

15. **Cooperation.** Both Business Associate and Covered Entity acknowledge that mutual cooperation and assistance is essential to each Party's performance under this Agreement; therefore, it will be the duty of both Parties to make all good faith efforts to fully cooperate in the execution of this Agreement.

16. **Headings.** The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement. They shall not in any way limit the scope or modify the substance or context of any sections of this Agreement.

17. **Force Majeure.** Neither Party shall be liable or be deemed in breach of this Agreement for any failure or delay of performance that results, directly or indirectly, from acts of God, civil or military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either Party, and such nonperformance shall not be grounds for termination.

18. **Attorney's Fees.** Except as otherwise limited in this Agreement, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this Agreement, each Party shall bear their own legal expenses and the other costs incurred in that action or proceeding.

19. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule and/or the Security Rule means the section as in effect or as amended, and for which compliance is required.

20. **Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

21. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which alone and all of which together shall constitute one and the same instrument. The signature of a Party set forth on a counterpart hereof and transmitted by facsimile or other electronic transmission (including by email in portable document format (pdf) to the other parties shall be of the same force and effect as if the executing Party had delivered a counterpart bearing an original signature.

22. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, rule or regulation, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or

unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

23. **Waivers.** The failure of a Party at any time or times to require performance of any provision of this Agreement shall in no manner affect such Party's right at a later time to enforce such provision. No waiver by a Party of any provision or breach of this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver in other any instance.

24. **Relationship.** Business Associate is acting as an independent contractor of Covered Entity with respect to this Agreement. Nothing in this Agreement shall create or be deemed to create the relationship of employer/employee, partners, joint ventures, or principal-agent between the Parties.

25. **Amendment.** Except as otherwise limited in this Agreement, the Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Parties to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA and the HITECH Act. No changes in or additions to this Agreement shall be recognized unless incorporated herein by written amendment by the Parties, such amendment(s) to become effective on the date stipulated in such amendment(s). No discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such discharge is sought to be enforced.

26. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Parties to comply with the Privacy Rule and the Security Rule.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, Business Associate and Covered Entity have caused this Agreement to be signed and delivered by their duly authorized representatives, effective as of the Effective Date.

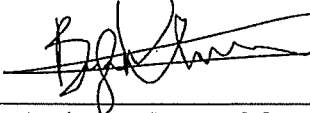
**BUSINESS ASSOCIATE:**

**COVERED ENTITY:**

**PAYER MATRIX, LLC**

**CANDLER COUNTY  
BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Jennifer Hoefner, RPh.,  
Executive Vice President

By:  \_\_\_\_\_  
Bryan Aasheim, County Manager