

AGENDA
REGULAR MEETING
5:00 P.M.
June 5, 2023

1. Call to Order
2. Invocation and *Pledge of Allegiance*
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. Financial Report –
 - a. Presentation of the FY22 Candler County financial audit report by Richard Deal and Blake Bloser
 - b. May 2023 Financial Report
6. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
 - a. Patty McCracken – Creekside Way, request for paving of the road
 - b. Lori Regan – Parcel 051 003 001 – Request for a family purpose exception to site a second mobile home on a parcel
 - c. Juan Estrada – Parcel 056B-012 - Request for a family purpose exception to site a second mobile home on a parcel
7. Application for Commission approval, permit or variance –
8. Approval of Minutes – May 1, 2023 ‘24SPLOST Meeting and May 1, 2023 1st Regular Meeting
9. Old Business
 - a. Candler County Jail Housing and Support Building – Consideration of a proposed architecture contract between Candler County and Studio8 Design for the design and construction management of a Candler County Jail Housing Facility
 - b. Request from the Georgia Department of Behavioral Health & Developmental Disabilities for a county appointment to the Region 5 Advisory Council
 - c. Consideration of a proposal from Tyson Utilities Construction, Inc. for repairs to utility lines at the Candler County Courthouse
10. New Business
 - a. Consideration of an agreement with Quality Tire Recycling, LLC for scrap tire recycling at the Candler County collection facility
 - b. Consideration of a request from the City of Metter for a 20’ wide utility easement on the south side of the Candler County Courthouse parking lot (parcel M33 134) to facilitate a water connection from Kennedy St to Pineland Telephone

- c. Consideration of a request from the City of Metter for a utility easement on the north and south sides of Airport Rd for the purpose of installing water and sewer infrastructure
- d. Consideration of a resolution to adopt an amendment to the FY23 Candler County Budget
- e. Consideration of a proposal from Davis Heating & Air to replace two (2) units (#26 & #31) located at 25 Daniel St, Metter
- f. Consideration of responses to an RFP for two (2) work trucks
- g. Consideration of proposed contract between the Georgia Department of Human Services and Candler County, Georgia to serve as the fiscal agent for the Candler County Family Connections Cooperative for FY24
- h. Consideration of investment options for funds available for investment in the Candler County Landfill Closure Fund and the Candler County General Fund Contingency Fund
- i. Consideration of a request from the County Administrator for a travel reimbursement from the Candler County Health Care Fund (601) for \$1,186.90 for costs associated with the Pareto Health annual meeting
- j. Consideration of an Indigent Defense Memorandum of Agreement between the Middle District Counties and the Public Defender Office for FY24
- k. Consideration of a request from the County Administrator to re-advertise for the position of Assistant Recreation Department Director
- l. Discussion regarding a planned referendum for a Special Purpose Local Option Sales Tax (SPLOST) to be included on the November 2023 ballot.
- m. Consideration of the appointment of two (2) representatives from Candler County to the Heart of Georgia Altamaha RC Aging Advisory Committee
- n. Consideration of a proposal from ACCG-IRMA for commercial general liability and property insurance for fiscal year 24 at an annual cost of \$112,156
- o. Consideration of a proposal from Mutual of Omaha for ancillary insurance products for the Candler County Employee Health Plan for FY24
- p. Consideration of a proposal from ParetoHealth, SunLife and Meritain for health insurance coverage for the Candler County Employee Health Plan for FY24
- q. Discussion regarding the fee abatement periods established by the Emergency Medical Services (EMS) Fee Ordinance and the Garbage and Solid Waste Disposal and Collection Ordinance

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
June 5, 2023
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, June 5, 2023, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Chairman Glyn Thrift presided with Vice-Chairman Brad Jones, Commissioners David Robinson and Blake Hendrix in attendance. Also attending were County Administrator Bryan Aasheim, County Clerk Kellie Lank, and County Attorney Kendall Gross. The Metter Advertiser was notified of the meeting, with Jerri Goodman attending. Commissioner Gregory Thomas did not attend this meeting.

Guests attending this meeting included: Candler County Public Works Superintendent, Jerry Lanier; City of Metter Fire Chief, Jason Douglas; Candler County Sheriff Office, Captain Justin Wells; Candler County EMS Director, Joseph Reynolds; Town of Pulaski Marty council members Franklin and Ruth Deloach; Patty McCracken and Rev. Mike Newman.

Call to Order

Chairman Thrift called the meeting to order at 5:08 p.m.

Invocation and Pledge of Allegiance –

Chairman Thrift called on Rev. Mike Newman, to deliver the invocation. Chairman Thrift led the *Pledge of Allegiance*.

Approval of Agenda

Administrator Aasheim requested the agenda be approved with the following additions.

10. New Business...

- n.) **Consideration of a proposal from ACCG-IRMA for commercial general liability and property insurance for fiscal year 24 at an annual cost of \$112,156**
- o.) **Consideration of a proposal from Mutual of Omaha for ancillary insurance products for the Candler County Employee Health Plan for FY24**
- p.) **Consideration of a proposal from ParetoHealth, SunLife and Meritain for health insurance coverage for the Candler County Employee Health Plan for FY24**

Commissioner Robinson made a motion to approve the agenda as requested. Commissioner Hendrix provided a second. The motion carried 4-0.

Department Reports-

Metter Fire Department – Jason Douglas

Chief Douglas presented the May 2023 report. (Exhibit A)

- Vice-Chairman Jones requested an update on the FY24 Fire Budget
 - Chief Douglas stated it was ready and was supposed to be emailed. He will follow up.

EMS – Joseph Reynolds

Director Reynolds presented the May 2023 transport and financial report (Exhibit B)

- Discussed patient transfer requests

- Chairman Thrift requested an update on the private drive access. Director Reynolds stated he may bring this before the commission in a future meeting about access of these narrow drives making it difficult for the ambulance to maneuver through.

Solid Waste – Robert Hendrix

Candler County Landfill Supervisor, Robert Hendrix, approached the Commission to deliver the May 2023 report.

- Scales repair
- Methane monitoring and calibration

Roads & Bridges – Jerry Lanier

Superintendent Lanier stated the Roads Department are tending to the roads as quickly as possible.

- Roads are looking good. Regular maintenance work includes ditching, dragging, cutting, clearing and cleaning culverts
- Complemented Vice-Chairman Jones on the patch work he performed on East Hiawatha Street at the stop sign near the Commissioner's Office.
- Chairman Thrift stated there are residents on Elmer Street complaining.

Recreation – Mike Robins

Not present due to 8U Tournaments and preparing for the All-Star Tournaments. Administrator Aasheim stated the Rec Dept is in good shape. The light fixtures have not been received, but have been ordered approximately six months ago.

Financial Report – March 2023 Financial Report

Presentation of the FY22 Candler County financial audit report by Richard Deal and Blake Bloser

Commissioner Robinson made a motion to table the Presentation of the FY22 Candler County financial audit report by Richard Deal and Blake Bloser. Vice-Chairman Jones provided a second. The motion carried 4-0.

May 2023 Financial Report

Administrator Aasheim delivered the financial report. (Exhibit C)

- The General Operating account balance is \$3,248,359.57 with the General Contingency account at \$28,221.21. Synovus Securities \$2,305,352.51. Total General Fund balance is \$5,581,933.29
- The Synovus Securities for the Landfill Closure is \$1,829,120.79. The Landfill Closure bank account balance is \$10,320.63, and the \$80,000.00 transfer will be made into this account from the General Operating account this week.
- ARPA balance is \$862,257.96.
- TSPLOST balance is \$1,052,514.58
- The total for the Pareto Health Insurance accounts balances are \$988,941.83, with the Reserve account being at \$831,682.74 and the Claims account being at \$157,259.09.
- The Shared Services District account balance is \$1,274,127.03 with \$300,000.00 allocated for the Lytle Street paving in a joint venture with the Industrial Development Authority.
- Revenues are currently running at 95% of the anticipated budget.
- Expenditures are high – 94% of budget
- FY23 Budget Amendment #1 is on this meeting's agenda for consideration.
- SPLOST returns for May 2023 \$168,365.53. The final payment will be made to the IDA and partial payment proceeds will go to the entities. Regular distributions of SPLOST proceeds will

begin with the June 2023 proceeds now that the obligation has been met to pay the IDA \$500,000.00.

Citizens wishing to address the Commission – *Citizens will be allowed to address the commission*
Patty McCracken – Creekside Way, request for paving of the road

Ms. Patty McCracken approached the Commissioners to request that they consider paving Creekside Way. Ms. McCracken asked if the road was paved, would her taxes go up. Mr. Gross explained that by law a single resident's taxes could not go up, but taxes may go up aggregately across the county. Ms. McCracken then requested how long would it take for the road to be put on a paving project list. Administrator Aasheim explained the TIA SPLOST process is generally a ten-year process. After a brief discussion, Ms. McCracken agreed to follow up.

Application for Commission approval, permit or variance –

Lori Regan – Parcel 051 003 001 – Request for a family purpose exception to site a second mobile home on a parcel

Administrator Aasheim stated that Ms. Regan has supplied all necessary permits and requirements according to the ordinance. Ms. Regan approached the Commissioners to explain the mobile home is for her mother. Commissioner Robinson asked if there is enough road frontage to survey off a parcel. Administrator Aasheim explained Ms. Regan's request falls under the exception and she is intitled to the have a second mobile home on her property. No variance needed.

Juan Estrada – Parcel 056B-012 – Request for a family purpose exception to site a second mobile home on a parcel

Administrator Aasheim stated that Mr. Estrada has supplied all necessary permits and requirements according to the ordinance. The Commissioners reviewed Mr. Estrada's requests. Administrator Aasheim explained Mr. Estrada's also request falls under the exception and he is intitled to the have a second mobile home on her property. No variance needed.

Approval of Minutes – May 1, 2023 '24SPLOST Meeting and May 1, 2023 1st Regular Meeting

Vice-Chairman Jones made a motion to approve the May 1, 2023 '24SPLOST meeting minutes. Chairman Thrift provided a second. The motion carried 4-0.

Vice-Chairman Jones made a motion to approve the May 1, 2023 1st Regular Meeting Minutes. Commissioner Hendrix provided a second. The motion carried 4-0.

Old Business

Candler County Jail Housing and Support Building – Consideration of a proposed architecture contract between Candler County and Studio8 Design for the design and construction management of a Candler County Jail Housing Facility

Administrator Aasheim presented a proposed architectural contract between Candler County and Studio8 Design for the design and construction management of a Candler County Jail Housing Facility. Attorney Gross expressed he has some minor concerns with the contract. His first concern is the limitation of \$2 million worth of E & O on a \$9 million project; secondly, there is a mandatory arbitration provision included in the contract. However, Gross stated neither of these issues are reasons to not move forward with signing the contract.

Commissioner Robinson made a motion to approve the architecture contract between Candler County

and Studio8 Design for the design and construction management of a Candler County Jail Housing Facility. Commissioner Hendrix provided a second. The motion carried 4-0. (Exhibit D)

Request from the Georgia Department of Behavioral Health & Developmental Disabilities for a county appointment to the Region 5 Advisory Council

Administrator Aasheim recommended the Commissioners consider appointing Ms. Jean Melton-Furr to fill a request from the Georgia Department of Behavioral Health & Developmental Disabilities for a county appointment to the Region 5 advisory council. He informed the Commission Ms. Melton-Furr had shown interest in the position, and confirmed with the clerk that she is agreeable to serve on the council.

Commissioner Robinson made a motion to appoint Ms. Jean Melton-Furr to the Georgia Department of Behavioral Health & Developmental Disabilities for a county appointment to the Region 5 Advisory Council. Commissioner Hendrix provided a second. The motion carried 4-0.

Consideration of a proposal from Tyson Utilities Construction, Inc. for repairs to utility lines at the Candler County Courthouse

Administrator Aasheim requested the Commission table a proposal from Tyson Utilities Construction, Inc. for repairs to utility lines at the Candler County Courthouse until the June 19, 2023 meeting.

Commissioner Robinson made a motion to table the proposal from Tyson Utilities Construction, Inc. for repairs to utility lines at the Candler County Courthouse. Commissioner Hendrix provided a second. The motion carried 4-0.

New Business

Consideration of an agreement with Quality Tire Recycling, LLC for scrap tire recycling at the Candler County collection facility

Administrator Aasheim presented a proposed contract with Quality Tire Recycling, LLC to provide tire recycling services at the Candler County Collection Center for FY24. Quality Tire had a fuel surcharge increase which constituted the contract renegotiation. Aasheim recommended the Commission engage Quality Tire under contract for tire recycling service.

Commissioner Robinson made a motion to approve an agreement with Quality Tire Recycling, LLC for scrap tire recycling at the Candler County collection facility. Commissioner Hendrix provided a second. The motion carried 4-0. (Exhibit E)

Consideration of a request from the City of Metter for a 20' wide utility easement on the south side of the Candler County Courthouse parking lot (parcel M33 134) to facilitate a water connection from Kennedy St to Pineland Telephone

Administrator Aasheim presented a request from the City of Metter for a 20' utility easement on the south side of the Courthouse parking lot (parcel M33 134) to facilitate a water connection from Kennedy St to Pineland Telephone.

Chairman Thrift moved to approve the City of Metter's request for a 20' wide utility easement on the south side of the Courthouse parking lot (parcel M33 134) to facilitate a water connection from Kennedy St to Pineland Telephone with Commissioner Hendrix seconding. The motion carried 4-0.

Consideration of a request from the City of Metter for a utility easement on the north and south sides of Airport Rd for the purpose of installing water and sewer infrastructure

Administrator Aasheim requested this item be tabled.

Vice-Chairman Jones made a motion to table a request from the City of Metter for a utility easement on the north and south sides of Airport Rd for the purpose of installing water and sewer infrastructure. Commissioner Hendrix provided a second. The motion carried 4-0.

Consideration of a resolution to adopt an amendment to the FY23 Candler County Budget

Administrator Aasheim presented a resolution amending to the FY23 Candler County Budget.

Vice-Chairman Jones made a motion to adopt a resolution amending the FY23 Candler County Budget. Commissioner Hendrix provided a second. The motion carried 4-0. (Exhibit F)

Consideration of a proposal from Davis Heating & Air to replace two (2) units (#26 & #31) located at 25 Daniel St, Metter

Administrator Aasheim informed the Board that unit 26 at the Tax Commissioners Office had failed in early May. Administrator Aasheim explained he authorized replacement of this unit under a previous SPLOST appropriation that had been approved by the Commission. Further, he stated that subsequent to that unit #31 failed and without an appropriation he authorized the replacement of unit 31 under the contract the County currently has with Davis Heating & Air. However, Aasheim requested the Board ratify those authorizations to utilize SPLOST funds.

Vice-Chairman Jones made a motion to ratify the authorization to accept the proposal from Davis Heating & Air to replace two units (#26 and #31) located at 25 Daniel Street, Metter to be paid from the 2018SPLOST funds. Commissioner Hendrix provided a second to the motion. The motion carried 4-0.

Consideration of responses to an RFP for two (2) work trucks

Administrator Aasheim presented one bid from Daniel-Bishop Chevrolet for the request for proposal for two work trucks. The bid for one (1) 2023 Chevrolet Crew Cab truck was \$46,744.00. Aasheim explained that Metter Ford was unable to supply a bid due to their fiscal year ordering window closing and were unable to secure the ordering of a vehicle to submit a cost for this bid. The consensus of the Board was to reject the bid and reissue the RFP in 60-90 days when the 2024 ordering window opens.

Commissioner Hendrix made a motion to reject the bid. Commissioner Robinson provided a second. The motion carried 4-0.

Consideration of proposed contract between the Georgia Department of Human Services and Candler County, Georgia to serve as the fiscal agent for the Candler County Family Connections Cooperative for FY24

Administrator Aasheim presented the proposed agreement between the Georgia Department of Human Services and Candler County to serve as the fiscal agent for Candler County Family Connection for FY24.

Vice-Chairman Jones moved to approve the contract between the Georgia Department of Human Services and Candler County to serve as the fiscal agent for the Candler County Family Connections Cooperative for FY24. Commissioner Hendrix provided a second. The motion carried 4-0. (Exhibit G)

Consideration of investment options for funds available for investment in the Candler County Landfill Closure Fund and the Candler County General Fund Contingency Fund

Administrator Aasheim presented investment options for funds available for investment in the Candler County Landfill Closure Fund, \$560,000.00; and, the Candler County General Fund Contingency Fund, \$500,000.00. After a brief discussion, Aasheim's recommendation was to reinvest the available funds for six months.

Vice-Chairman Jones made a motion to reinvest the Candler County Landfill Closure Fund, \$560,000.00; and, the Candler County General Fund Contingency Fund, \$500,000.00 in Synovus Securities for six months at 5.15%. Commissioner Robinson provided a second. The motion carried 4-0.

Consideration of a request from the County Administrator for a travel reimbursement from the Candler County Health Care Fund (601) for \$1,186.90 for costs associated with the Pareto Health annual meeting

Administrator Aasheim requested the Commissioner consider reimbursing him for travel expenses from the Candler County Health Care Fund (601) for costs associated with the Pareto Health annual meeting.

Vice-Chairman Jones made a motion to reimburse Administrator Aasheim \$1,186.90 from the Candler County Health Care Fund (601) for expenses associated with the Pareto Health annual meeting that Aasheim incurred for travel. Chairman Thrift provided a second. The motion carried 4-0.

Consideration of an Indigent Defense Memorandum of Agreement between the Middle District Counties and the Public Defender Office for FY24

Administrator Aasheim requested the Commission consider approving an indigent Defense Memorandum of Agreement between the Middle District counties and the Public Defender's office for FY24 for \$66,941.89.

Commissioner Hendrix made a motion to approve an Indigent Defense Memorandum of Agreement between the Middle District Counties and the Public Defender Office for FY24. Vice-Chairman Jones provided a second. The motion carried 4-0.
(Exhibit H)

Consideration of a request from the County Administrator to re-advertise for the position of Assistant Recreation Department Director

Administrator Aasheim requested the Board consider readvertising the Assistant Recreation Department Director. He explained the applicant chosen for this position has failed to communicate which compelled Aasheim to request readvertising the position.

Commissioner Robinson made a motion to re-advertise for the position of Assistant Recreation Department Director. Commissioner Hendrix provided a second. The motion carried 4-0.

Discussion regarding a planned referendum for a Special Purpose Local Option Sales Tax (SPLOST) to be included on the November 2023 ballot.

Administrator Aasheim and the Board discussed the planned referendum for a Special Purpose Local Option Sales Tax (SPLOST) to be included on the November 7, 2023.

Commissioner Hendrix made a motion to move to construct a SPLOST IGA and distribution proforma based on the current structure where the Candler County Industrial Development Authority receives an amount of money after a certain amount of money has been received by the jurisdictions. Vice-Chairman Jones provided a second. The motion carried 4-0.

Consideration of the appointment of two (2) representatives from Candler County to the Heart of Georgia Altamaha RC Aging Advisory Committee

Administrator Aasheim requested the Commission consider the appointment of two representatives from Candler County to the Heart of Georgia Altamaha RC Aging Advisory Committee. Aasheim informed the Board that Linda Coleman had communicated the desire to serve additional term. However, the clerk has been unable to make contact with Linda Banks. He requested the Commission reappoint Linda Coleman and table the reappointment of Linda Banks to the Heart of Georgia Altamaha RC Aging Advisory Committee.

Commissioner Hendrix made a motion to reappoint Linda Coleman to the Heart of Georgia Altamaha RC Aging Advisory Committee. Commissioner Robinson provided a second. The motion carried 4-0.

Commissioner Hendrix made a motion to table the reappoint of Linda Banks to the Heart of Georgia Altamaha RC Aging Advisory Committee. Commissioner Robinson provided a second. The motion carried 4-0.

Consideration of a proposal from ACCG-IRMA for commercial general liability and property insurance for fiscal year 24 at an annual cost of \$112,156

Administrator Aasheim presented a proposal from ACCG_IRMA for commercial general liability and property insurance for FY24 at an annual cost of \$112,156.00.

Commissioner Hendrix made a motion to accept the proposal from ACCG-IRMA for commercial general liability and property insurance for fiscal year 24 at an annual cost of \$112,156. Vice-Chairman Jones provided a second. The motion carried 4-0, (Exhibit I)

Consideration of a proposal from Mutual of Omaha for ancillary insurance products for the Candler County Employee Health Plan for FY24

Administrator Aasheim recommended the Commission approve a proposal from Mutual of Omaha for ancillary health insurance products for the Candler County Employee Health Plan for FY24.

Commissioner Hendrix made a motion to approve the proposal from Mutual of Omaha for ancillary insurance products for the Candler County Employee Health Plan for FY24. Commissioner Robinson provided a second. The motion carried 4-0. (Exhibit J)

Consideration of a proposal from ParetoHealth, SunLife and Meritain for health insurance coverage for the Candler County Employee Health Plan for FY24

Administrator Aasheim recommended the Commission consider approving the proposal from ParetoHealth, SunLife and Meritain for health insurance coverage for the Candler County Employee Health Plan for FY24.

Chairman Thrift made a motion to approve the proposal from ParetoHealth, SunLife and Meritain for health insurance coverage for the Candler County Employee Health Plan for FY24. Vice-Chairman Jones provided a second. The motion carried 4-0. (Exhibit K)

Discussion regarding the fee abatement periods established by the Emergency Medical Services (EMS) Fee Ordinance and the Garbage and Solid Waste Disposal and Collection Ordinance

Administrator Aasheim requested the Commission consider Section 4.7 Abatement, of the Solid Waste Ordinance and the EMS Fee Ordinance which sets the abatement period as, "from January 1st to June 1st each year". Aasheim explained that property assessment notices typically go out in late May with the abatement period ending in early July. He then recommended the Commission modify both ordinances to set the abatement application period from June 1 to June 30 of each year for residents to have sufficient time to apply for a fee abatement.

Vice-Chairman Jones made a motion to modify the Emergency Medical Services (EMS) Fee Ordinance and the Garbage and Solid Waste Disposal and Collection Ordinance to set the abatement application period from June 1 to June 30 of each year. Commissioner Hendrix provided a second. The motion carried 4-0.

(Exhibit L) Modified Emergency Medical Services (EMS) Fee Ordinance

(Exhibit M) Modified Garbage and Solid Waste Disposal and Collection Ordinance

Report from Chairman

Chairman Thrift reported complaints on some roads and ongoing issues with Elmer Street.

Report from County Administrator

Administrator Aasheim reported on the following item:

- Previously discussed SPLOST
- Previously discussed the Jail Project
- Public Hearing was tonight. The FY24 Budget is set to be approved in the June 19th meeting.
- No need for executive session

Report from Attorney

Attorney Gross had nothing to report and no need for executive session.

Reports from the Commissioners

Commissioner Thomas representing Commission District 1, was not present at this meeting.

Vice-Chairman Jones representing Commission District 2, reported he will not be qualifying for Mayor of the City of Metter.

Commissioner Robinson representing Commission District 3, had nothing to report.

Commissioner Hendrix representing Commission District 4, had nothing to report.

Executive Session -

The Commissioners did not enter into Executive Session during this meeting.

Adjournment

Commissioner Robinson moved to adjourn the meeting at 7:09 p.m. Vice-Chairman Jones provided a second to the motion. The motion carried 4-0.



Maranda K. Lank, Clerk

Attest



Chairman, Glyn Thrift

Metter Fire Rescue Response ListMay-23Call Type and Jurisdiction

May-23

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	0	0	3	1	3	7	0	0	7	0	21
County	1	1	1	8	0	8	0	0	0	3	0	22
Total	1	1	1	11	1	11	7	0	0	10	0	

Total Calls	43
-------------	----

Total calls 45 (with mutual aid)

1 Mutual aid given to Emanuel Fire

1 Mutual aid given to Bulloch Fire

May-22

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	0	5	0	1	3	6	1	4	6	0	26
County	0	0	1	3	0	7	0	0	0	3	0	14
Total	0	0	6	3	1	10	6	1	4	9	0	

Total Calls	40
-------------	----

Total calls 43 (with mutual aid)

3 Mutual aid given to Emanuel Fire

MAY 2023 PATIENT TRANSPORT REPORT

FROM SCENE TO CCH	55
FROM SCENE TO MEADOWS	2
FROM SCENE TO EGRMC	28
FROM SCENE TO EMANUEL	0
SCENE TO MEMORIAL	0
SCENE TO CANDLER HOSPITAL SAVANNAH	0
SCENE TO OPTIM TATTNALL	0
SCENE TO HOSPICE	0
SCENE TO ST JOSEPH	0
SCENE TO AIR	1
LIFT ASSIST/REFUSAL	9
REFUSAL	32
MUTAL AID	0
TRANS CCH TO MEMORIAL	4
TRANS CCH TO EMANUEL	0
TRANS CCH TO CANDLER	0
TRANS CCH TO FAIR VIEW	0
TRANS CCH TO ST JOSEPH	0
TRANS CCH TO AUGUSTA UNIVERSITY	6
TRANS CCH TO UNIVERISTY	0
TRANS CCH TO DOCTORS	2
TRANS CCH TO EGRMC	12
TRANS CCH TO MEADOWS	0

TRANS CCH TO COLISEUM MEDICAL MACON GA	0
TRANS CCH TO NAVACIENT HEALTH MACON GA	0
CCH TO NURSING HOME	8
TRANS CCH TO HOSPICE	1
CORNOR CALL	4
CANCELLED CALL	4
AIR TRANSPORT (COVID)	0
NO PT CONTACT	2
CCH TO RES FOR HOSPICE	0
DOA WITH DNR/TURNED OVER TO HOSPICE	0
FIRE STANDBY	1
EMS NOT NEEDED	2
RES TO HOSPICE HOUSE	0

TOTAL	173
-------	-----

Exhibit C

Account Number

GENERAL FUND	DESCRIPTION	BOOK BALANCE	BANK BALANCE	Difference	Notes
100-11-1110	GENERAL FUND QNB	\$3,248,359.57	\$3,248,359.57	\$0.00	
100-11-1113	GENERAL FUND CONTINGENCY	\$28,221.21	\$28,221.21	\$0.00	
100-11-6202	SYNOVUS SECURITIES-(Market)			4/30/2023 Value	
	SYNOVUS SECURITIES- (Account)	\$2,305,352.51		5/31/2023 Value	
	Total	\$5,581,933.29			
100-11-1134	LANDFILL CLOSURE FUND QNB	\$10,320.63	\$10,320.63	\$0.00	
100-11-6201	SYNOVUS SECURITIES-(Market)			2/28/2023 Value	
	SYNOVUS SECURITIES- (Account)	\$1,829,120.79		5/31/2023 Value	
	Total	\$1,839,441.42			
100-11-1135	JUVENILE COURT FUND QNB	\$2,329.58	\$2,329.58	\$0.00	
100-11-1139	CANDLER COUNTY JAIL FUND	\$226,462.01	\$226,462.01	\$0.00	
100-11-1167	HOSPITAL LOC	\$57,105.85	\$57,105.85	\$0.00	
	Fund 100 Totals	\$8,569,530.11			
D.A.T.E. FUND					
212-11-1132	D.A.T.E. QNBA	\$53,635.90	\$53,635.90	\$0.00	
	Fund 212 Totals	\$53,635.90			
E-911 FUND					
215-11-1138	E-911 FUND QNB	\$372,329.57	\$372,329.57	\$0.00	
	Fund 215 Totals	\$372,329.57			
ARPA FUND					
230-11-1170	AMERICAN RESCUE PLAN ACT	\$862,257.96	\$862,257.96	\$0.00	
	Fund 230 Totals	\$862,257.96			
LMIG FUND					
250-11-1110	LMIG	\$516,515.04	\$516,515.04	\$0.00	
	Fund 250 Totals	\$516,515.04			
SSD FUND					
270-11-1110	Special Services District	\$1,214,068.22	\$1,214,068.22	\$0.00	
	Fund 270 Totals	\$1,214,068.22			
INMATE FUND					
285-11-1139	JAIL STORE FUND QNB	\$151,171.30	\$151,171.30	\$0.00	
	Fund 285 Totals	\$151,171.30			
2018 SPLOST					
321-11-1141	2018 SPLOST QNB	\$925,849.46	\$925,849.46	\$0.00	
	Fund 320 Totals	\$925,849.46			
TSPLOST CAPITAL					
335-11-1141	CASH IN BANK TIA SPLOST QNB	\$1,052,514.58	\$1,052,514.58	\$0.00	
	Fund 335 Totals	\$1,052,514.58			
HEALTH INS/PARETO					
601-11-1112	HEALTH INSURANCE/RESERVE	\$831,682.74	\$831,682.74	\$0.00	
601-11-1110	HEALTH INSURANCE/PARETO	\$157,259.09	\$157,259.09	\$0.00	
	Fund 601 Totals	\$988,941.83			
	Report Totals	\$22,128,188.68			

Board of Commission
Statement of Revenue and Expenditures

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

Year To Date As Of: 05/31/23
 Current Period: 07/01/22 to 05/31/23
 Prior Year: 07/01/21 to 05/31/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/deficit	% Real
100-31-1100	REAL PROP-CUR YEAR	3,015,192.30	3,200,000.00	3,260,334.62	3,260,334.62	0.00	60,334.62	102
100-31-1120	TIMBER TAX	45,447.24	55,000.00	58,039.75	58,039.75	0.00	3,039.75	106
100-31-1190	HOSPITAL LEVY	280,693.95	280,000.00	299,390.82	299,390.82	0.00	19,390.82	107
100-31-1200	REAL PROP-PRIOR YEAR	207,220.87	250,000.00	146,575.90	146,575.90	0.00	103,424.10-	59
100-31-1314	ALTERNATIVE AD VAL T	9,430.80	9,500.00	0.00	0.00	0.00	9,500.00-	0
100-31-1315	TAVT	571,475.35	550,000.00	604,505.33	604,505.33	0.00	54,505.33	110
100-31-1320	MOBILE HOME	35,139.50	35,000.00	36,241.88	36,241.88	0.00	1,241.88	104
100-31-1350	RAILROAD EQUIPMENT	3,877.54	3,800.00	3,989.73	3,989.73	0.00	189.73	105
100-31-1390	OTHER REVENUES	0.00	0.00	31.64	31.64	0.00	31.64	0
100-31-1500	PROPERTY NOT ON DIGE	184,817.89	190,000.00	154,894.40	154,894.40	0.00	35,105.60-	82
100-31-1600	REAL ESTATE TRANSFER	55,056.49	55,000.00	36,588.65	36,588.65	0.00	18,411.35-	67
100-31-3100	LOST	788,903.04	900,000.00	871,187.82	871,187.82	0.00	28,812.18-	97
100-31-6300	FINANCIAL INSTITUTIO	26,643.00	25,000.00	25,803.00	25,803.00	0.00	803.00	103
100-31-9110	PEN & INT-REAL	121,837.42	120,000.00	100,135.31	100,135.31	0.00	19,864.69-	83
100-31-9500	PEN & INT-FIFA	5,778.80	4,800.00	5,716.42	5,716.42	0.00	916.42	119
100-32-1240	HUNTING CAMP LIC/PER	1,500.00	1,700.00	1,600.00	1,600.00	0.00	100.00-	94
100-32-2211	LAND TRANSFER FEE	2,735.00	2,000.00	1,610.00	1,610.00	0.00	390.00-	80
100-32-2240	MOBILE HOME PERMITS	7,500.00	0.00	0.00	0.00	0.00	0.00	0
100-32-2250	ELECTRICAL PERMITS	2,660.00	0.00	0.00	0.00	0.00	0.00	0
100-32-2991	LAND DISTURBING FEES	2,921.45	0.00	0.00	0.00	0.00	0.00	0
100-33-1113	HHS & HRSA GRANT_COVID-19	2,531.28	0.00	0.00	0.00	0.00	0.00	0
100-33-1152	GEMA EMA PARTNERSHIP	7,328.00	7,328.00	0.00	0.00	0.00	7,328.00-	0
100-33-1210	AMERICAN RESCUE PLAN ACT (ARPA)	37,677.50	0.00	0.00	0.00	0.00	0.00	0
100-33-4211	FAMILY CONNECTIONS GRANT	48,078.99	52,500.00	51,450.06	51,450.06	0.00	1,049.94-	98
100-33-4212	FAMILY CONNECTIONS æ“ DFCS GRANT	0.00	75,000.00	37,500.00	37,500.00	0.00	37,500.00-	50
100-33-5200	FOREST LAND PROTECTION GRANTS (FLPA)	24,191.45	25,000.00	21,619.59	21,619.59	0.00	3,380.41-	86
100-33-6004	DISPATCH METTER SHA-2018 SDS AGREEMENT	59,583.37	65,000.00	59,583.37	59,583.37	0.00	5,416.63-	92
100-34-1120	STATE COURT - COMMUNITY SERVICE	3,811.10	4,000.00	0.00	0.00	0.00	4,000.00-	0
100-34-1190	STATE COURT - JOF	3,316.05	3,500.00	2,784.98	2,784.98	0.00	715.02-	80
100-34-1200	CLERK OF COURT - GENERAL FILING FEE	39,648.21	45,000.00	44,115.37	44,115.37	0.00	884.63-	98
100-34-1600	TAVT/MOTOR VEHICLE COUNTY FEES	34,963.80	35,000.00	37,196.06	37,196.06	0.00	2,196.06	106
100-34-1910	ELECTION FEES	504.00	0.00	0.00	0.00	0.00	0.00	0
100-34-1930	SALE OF MAPS	16.00	0.00	10.00	10.00	0.00	10.00	0
100-34-1940	COMMISSIONS ON TAXES	15,641.39	17,500.00	16,011.30	16,011.30	0.00	1,488.70-	91
100-34-1941	METTER TAX COLLECTIO	4,950.00	4,500.00	4,950.00	4,950.00	0.00	450.00	110
100-34-2100	LAW ENFORCEMENT FEES	19,053.00	23,000.00	21,211.00	21,211.00	0.00	1,789.00-	92

Board of Commission Candler County
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real.
100-38-9013	SUPERIOR COURT CLERK REIMBURSEMENT GRANT	0.00	11,828.00	14,057.48	14,057.48	0.00	2,229.48	119
100-38-9014	OPIOID SETTLEMENT	0.00	7,620.04	28,309.60	28,309.60	0.00	20,689.56	372
100-38-9015	SUPERIOR COURT - BUDGET SURPLUS REIMBURS	0.00	11,224.41	11,224.41	11,224.41	0.00	0.00	100
100-38-9999	CANCEL PRIOR YEAR EXPENSE	1,167.70	0.00	626.91	626.91	0.00	626.91	0
100-39-1001	IF TRANSFER - ARPA FOR PUBLIC SAFETY	0.00	150,000.00	0.00	0.00	0.00	150,000.00	0
100-39-1002	IF TRANSFER - SSD FOR CODE ENFORCEMENT	0.00	11,065.08	11,000.69	11,000.69	0.00	64.39	99
100-39-1800	FUND BALANCE USE	0.00	135,898.18	0.00	0.00	0.00	135,898.18	0
100-39-2100	SALE OF ASSETS	57,107.39	0.00	18,655.00	18,655.00	0.00	18,655.00	0
100-39-3701	CANDLER COUNTY HOSPITAL_DEBT RECIEVABLE	0.00	0.00	1,324,751.23	1,324,751.23	0.00	1,324,751.23	0
	100 GENERAL FUND Revenue Total	8,105,645.38	8,790,063.71	9,728,935.73	9,728,935.73	0.00	938,872.02	95

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
1100	LEGISLATIVE	48,386.40	66,950.58	55,449.11	55,449.11	0.00	11,501.47	83
1300	EXECUTIVE	207,320.42	232,298.82	215,209.84	215,209.84	0.00	17,088.98	93
1400	ELECTIONS & VOTER REGISTRATION	87,097.27	120,505.16	96,007.38	96,007.38	0.00	24,497.78	80
1510	ADMINISTRATION	316,590.97	330,903.97	308,228.02	308,228.02	0.00	22,675.95	93
1514	BOARD OF EQUALIZATION:	2,556.13	5,287.34	3,954.91	3,954.91	0.00	1,332.43	75
1535	INFORMATION TECHNOLOGY:	140,699.07	141,500.00	139,928.74	139,928.74	0.00	1,571.26	99
1545	TAX COMMISSIONER	247,810.98	296,711.99	265,279.02	265,279.02	0.00	31,432.97	89
1550	TAX ASSESSOR	216,745.95	303,955.29	274,747.27	274,747.27	0.00	29,208.02	90
1565	PUBLIC BUILDINGS	214,579.05	240,668.00	241,151.04	241,151.04	0.00	483.04	100
2150	SUPERIOR COURT	198,194.23	220,482.70	209,730.19	209,730.19	0.00	10,752.51	95
2180	CLERK OF COURT	206,090.88	324,460.25	300,289.59	300,289.59	0.00	24,170.66	93
2300	STATE COURT	107,259.30	132,647.50	119,727.92	119,727.92	0.00	12,919.58	90
2400	MAGISTRATE COURT	85,739.21	35,186.21	34,031.51	34,031.51	0.00	1,154.70	97

382

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
2450	PROBATE COURT	138,908.46	160,341.09	151,424.51	151,424.51	0.00	8,916.58	94
3300	SHERIFF	1,336,374.87	1,563,741.22	1,380,813.52	1,380,813.52	0.00	182,927.70	88
3326	DETENTION CENTER	636,106.49	834,033.82	700,837.04	700,837.04	0.00	133,196.78	84
3600	EMERGENCY MEDICAL SERVICES	1,001,787.65	1,221,306.96	1,112,382.05	1,112,382.05	0.00	108,924.91	91
3700	CORONER	24,200.40	32,050.33	17,181.66	17,181.66	0.00	14,868.67	54
3920	EMERGENCY MANAGEMENT ASSOCIATION	25,065.67	18,590.47	19,410.14	19,410.14	0.00	819.67-	104
4200	ROADS & BRIDGES	980,291.74	1,204,082.37	1,174,376.80	1,174,376.80	0.00	29,705.57	98
4530	SOLID WASTE DISPOSAL	350,462.97	470,249.24	386,813.51	386,813.51	0.00	83,435.73	82
5550	FAMILY CONNECTIONS:	43,241.43	127,500.00	84,983.26	84,983.26	0.00	42,516.74	67
5552		0.00	75,000.00	0.00	0.00	0.00	75,000.00	0
7130	AGRICULTURAL RESOURCES	52,635.82	86,808.00	66,036.92	66,036.92	0.00	20,771.08	76
7450	CODE ENFORCEMENT	10,006.52	11,065.08	6,279.56	6,279.56	0.00	4,785.52	57
7460	RECREATION DEPARTMENT	219,163.71	277,144.56	257,202.14	257,202.14	0.00	19,942.42	93
8000	DEBT SERVICES:	18,750.00	25,000.00	18,750.00	18,750.00	0.00	6,250.00	75
9000	OTHER DEPARTMENTS	85,405.25	303,456.04	676,866.94	676,866.94	0.00	373,410.90-	223
100	GENERAL FUND Expend Total	7,001,470.84	8,861,926.99	8,317,092.59	8,317,092.59	0.00	544,834.40	94
100 GENERAL FUND								
		Prior	Current	YTD				
	Revenues:	8,105,645.38	9,728,935.73	9,728,935.73				
	Expended:	7,001,470.84	8,317,092.59	8,317,092.59				
	Net Income:	1,104,174.54	1,411,843.14	1,411,843.14				

Board of Commissioners andler County
Statement of Revenue and Expenditures

Revenue Account Range: 230-00-0000 to 230-99-9999 to 230-99-9999 Year To Date As Of: 05/31/23
 Expend Account Range: 230-0000-00-0000 to 230-9999-99-9999 Include Non-Anticipated: Yes Current Period: 07/01/22 to 05/31/23
 Print Zero YTD Activity: No Prior Year: 07/01/21 to 05/31/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
230-33-1113	HHS & HRSA GRANT_COVID-19	30,958.57	0.00	0.00	0.00	0.00	0.00	0
230-36-1001	INTEREST INCOME	353.59	0.00	8,288.67	8,288.67	0.00	8,288.67	0
	230 AMERICAN RESCUE PLAN (A Revenue Total)	31,312.16	0.00	8,288.67	8,288.67	0.00	8,288.67	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
230-1510-00-0000	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0
230-1510-51-1100	REGULAR EMPLOYEES	86,658.25	0.00	0.00	0.00	0.00	0.00	0
230-1510-51-1109	EMPLOYEE INFLATION PAY SUPPLEMENT	0.00	74,000.00	81,544.91	81,544.91	0.00	7,544.91-	110
230-1565-00-0000	PUBLIC BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0
230-1565-54-2202	PUBLIC BUILDINGS - COURTHOUSE HVAC	0.00	64,500.00	64,500.00	64,500.00	0.00	0.00	100
230-1565-54-2203	PUBLIC BUILDING-COURTHOUSE CLOCK REPAIR	0.00	9,945.00	0.00	0.00	0.00	9,945.00	0
230-1565-54-2204	PUBLIC BUILDING-COURTHOUSE HVAC-BASEMENT	0.00	23,960.00	23,960.00	23,960.00	0.00	0.00	100
230-2180-00-0000	CLERK OF COURT	0.00	0.00	0.00	0.00	0.00	0.00	0
230-2180-52-1200	CLERK OF COURT_INDEXING OF DEED RECORDS	31,075.00	0.00	31,075.00	31,075.00	0.00	31,075.00-	0
230-3300-00-0000	SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00	0
230-3300-54-2200	SHERIFF - VEHICLES - NEW	44,645.23	130,000.00	98,091.33	98,091.33	0.00	31,908.67	75
230-3300-54-2501	SHERIFF - SAFETY EQUIPMENT	0.00	87,000.00	82,252.79	82,252.79	0.00	4,747.21	95
230-3600-00-0000	EMERGENCY MEDICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0
230-3600-52-3700	EMS - ONLINE TRAINING SYSTEM_LEXIPOL	0.00	1,560.00	1,560.00	1,560.00	0.00	0.00	100
230-3600-53-1600	EMS - LUCAS DEVICE	14,215.52	0.00	0.00	0.00	0.00	0.00	0
230-3600-53-1601	EMS - POWERPROXT & POWERLOAD SYSTEM	33,588.25	0.00	0.00	0.00	0.00	0.00	0
230-3600-53-1602	EMS - STRYKER STAIR CHAIR (4)	12,862.00	0.00	0.00	0.00	0.00	0.00	0
230-3600-53-1603	EMS - ZOLL ZVENT (3)	41,465.79	0.00	0.00	0.00	0.00	0.00	0
230-3600-53-1605	EMS - UV Decontamination System (2)	6,500.00	0.00	0.00	0.00	0.00	0.00	0
230-3600-53-1606	EMS - FY22 HRSA ARP RURAL EMS GRANT	28,998.03	0.00	0.00	0.00	0.00	0.00	0
230-3600-54-2200	EMS - TYPE 1 AMBULANCE	193,712.00	0.00	0.00	0.00	0.00	0.00	0
230-3600-54-2201	EMS - 2022 FORD F150 SUPER VIN#2939	30,482.76	0.00	0.00	0.00	0.00	0.00	0
230-4200-00-0000	ROADS & BRIDGES	0.00	0.00	0.00	0.00	0.00	0.00	0
230-4200-53-1106	ROADS - FINDLEY & HARDIMAN	4,344.00	0.00	0.00	0.00	0.00	0.00	0
	230 AMERICAN RESCUE PLAN (A Expend Total)	528,546.83	390,965.00	611,834.35	611,834.35	0.00	220,869.35-	156

230 AMERICAN RESCUE PLAN (ARP) ACT FUND Revenues: Prior 31,312.16 Current 8,288.67 YTD 8,288.67

Revenue Account Range: 250-00-0000 to 250-99-9999 Include Non-Anticipated: Yes Year To Date As Of: 05/31/23
 Expend Account Range: 250-0000-00-0000 to 250-9999-99-9999 Include Non-Budget: No Current Period: 07/01/22 to 05/31/23
 Print Zero YTD Activity: No Prior Year: 07/01/21 to 05/31/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
250-33-4252	DOT GRANT - LMIG (USE FOR FUTURE YEARS)	446,340.44	450,000.00	455,397.45	455,397.45	0.00	5,397.45	101
250-36-1001	LMIG INTEREST INCOME	942.41	1,000.00	4,232.88	4,232.88	0.00	3,232.88	423
250-38-9005	MISCELLANEOUS	67,007.63	0.00	0.00	0.00	0.00	0.00	0
	250 LMIG FUND Revenue Total	514,290.48	451,000.00	459,630.33	459,630.33	0.00	8,630.33	102

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
250-4200-00-0000	LMIG CONTROL ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0
250-4200-54-1401	INFRASTRUCTURE 2022 LMIG	0.00	446,340.44	446,340.44	446,340.44	0.00	0.00	100
250-4200-54-1402	INFRASTRUCTURE 2016 LMIG	0.00	450,000.00	0.00	0.00	0.00	450,000.00	0
250-4200-54-1405	INFRASTRUCTURE 2019 LMIG SAP	10,466.90	0.00	0.00	0.00	0.00	0.00	0
250-4200-54-1408	INFRASTRUCTURE 2021 LMIG	405,287.25	0.00	0.00	0.00	0.00	0.00	0
250-4200-54-1409	INFRASTRUCTURE 2021 LMIG SAP	48,314.75	0.00	62,806.50	62,806.50	0.00	62,806.50	0
	250 LMIG FUND Expend Total	464,068.90	896,340.44	509,146.94	509,146.94	0.00	387,193.50	57

250 LMIG FUND

	Prior	Current	YTD
Revenues:	514,290.48	459,630.33	459,630.33
Expended:	464,068.90	509,146.94	509,146.94
Net Income:	50,221.58	49,516.61	49,516.61

Grand Totals

	Prior	Current	YTD
Revenues:	514,290.48	459,630.33	459,630.33
Expended:	464,068.90	509,146.94	509,146.94
Net Income:	50,221.58	49,516.61	49,516.61

Board of Commission Candler County
Statement of Revenue and Expenditures

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

to 270-99-9999
to 270-9999-99-9999

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

Year To Date As Of: 05/31/23
Current Period: 07/01/22 to 05/31/23
Prior Year: 07/01/21 to 05/31/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/deficit	% Real
270-31-1350	RAILROAD EQUIPMENT	2,585.98	2,500.00	2,660.80	2,660.80	0.00	160.80	106
270-31-1750	FRANCHISE TAX-TELEVI	45,208.98	45,000.00	32,013.42	32,013.42	0.00	12,986.58	71
270-31-4200	ALCOHOL BEVERAGE EXC	98,166.25	40,000.00	62,034.48	62,034.48	0.00	22,034.48	155
270-31-4201	ALCOHOL MIXED DRINK BEVERAGE EXC	326.64	0.00	515.25	515.25	0.00	515.25	0
270-31-6200	INSURANCE PREMIUM TAX	507,368.33	515,000.00	517,848.02	517,848.02	0.00	2,848.02	101
270-32-1100	ALCOHOLIC BEVERAGE LICENSE	19,286.50	15,000.00	14,293.25	14,293.25	0.00	706.75	95
270-32-1200	GENERAL BUSINESS LICENSE	10,000.00	14,000.00	8,100.00	8,100.00	0.00	5,900.00	58
270-32-2230	SIGN PERMITS	300.00	0.00	100.00	100.00	0.00	100.00	0
270-32-2231	CELL TOWER FEES	0.00	0.00	1,500.00	1,500.00	0.00	1,500.00	0
270-32-2232	METAL RECYCLE PERMIT	0.00	0.00	400.00	400.00	0.00	400.00	0
270-32-2240	MOBILE HOME PERMIT FEES	0.00	8,500.00	9,500.00	9,500.00	0.00	1,000.00	112
270-32-2250	ELECTRICAL PERMIT FEES	0.00	2,200.00	3,080.00	3,080.00	0.00	880.00	140
270-33-7001	FIRE BUDGET SURPLUS METTER	0.00	0.00	31,986.70	31,986.70	0.00	31,986.70	0
270-34-4110	REFUSE COLLECTION CHARGE	391,512.86	394,000.00	455,432.12	455,432.12	0.00	61,432.12	116
270-35-1400	CODE VIOLATION FINES	50.00	0.00	0.00	0.00	0.00	0.00	0
270-36-1001	INTEREST INCOME	1,743.02	1,500.00	10,086.36	10,086.36	0.00	8,586.36	672
270-38-9005	MISCELLANEOUS	8.83	0.00	0.20	0.20	0.00	0.20	0
	270 SPECIAL SERVICE DISTRIC Revenue Totals	1,076,557.39	1,037,700.00	1,149,550.60	1,149,550.60	0.00	111,850.60	107

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
270-1510-00-0000	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0
270-1510-52-3604	BANK FEES	0.00	0.00	89.20	89.20	0.00	89.20	0
270-1510-52-3901	ALCOHOL LICENSE-GCIC FEES	43.25	0.00	0.00	0.00	0.00	0.00	0
270-1510-57-9000	CONTINGENCIES	0.00	3,444.02	0.00	0.00	0.00	3,444.02	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	318,050.73	365,000.00	338,272.29	338,272.29	0.00	26,727.71	93
270-7410-00-0000	ZONING	0.00	0.00	0.00	0.00	0.00	0.00	0
270-7410-52-1201	ATTORNEY FEES	2,305.41	2,500.00	1,235.49	1,235.49	0.00	1,264.51	49
270-7410-52-2207	SERVICE CONTRACTS - HOGARC ZONING	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0
270-7410-52-3300	ADVERTISING	0.00	500.00	0.00	0.00	0.00	500.00	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 EMPLOYEES	10,000.08	10,000.08	0.00	0.00	0.00	10,000.08	0
270-7450-51-2200	CODE ENFORCEMENT-SOCIAL SECURITY-FICA	764.88	765.00	0.00	0.00	0.00	765.00	0
270-7450-51-2700	CODE ENFORCEMENT-WORKERS COMPENSATION	242.09	300.00	0.00	0.00	0.00	300.00	0
270-9000-00-0000	OTHER DEPARTMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
270-9000-54-1031	FIRE CAPITAL STIPEND	36,620.00	36,620.00	0.00	0.00	0.00	36,620.00	0
270-9000-57-1010	INDUSTRIAL AUTHORITY	111,634.38	121,797.00	111,647.25	111,647.25	0.00	10,149.75	92
270-9000-57-1011	AIRPORT AUTHORITY	18,039.67	20,663.61	18,941.67	18,941.67	0.00	1,721.94	92
270-9000-57-1012	AIRPORT AUTHORITY-SPECIAL APPROPRIATION	42,288.37	0.00	0.00	0.00	0.00	0.00	0
270-9000-57-1030	FIRE PROTECTION METTER	275,526.68	330,861.37	303,289.58	303,289.58	0.00	27,571.79	92
270-9000-57-1032	ANIMAL CONTROL - METTER	0.00	76,377.42	70,012.69	70,012.69	0.00	6,364.73	92
270-9000-57-1060	LIBRARY	47,732.30	53,871.50	49,382.19	49,382.19	0.00	4,489.31	92
	270 SPECIAL SERVICE DISTRICT Expend Total	863,247.84	1,037,700.00	892,870.36	892,870.36	0.00	144,829.64	86

270 SPECIAL SERVICE DISTRICT FUND

	Prior	Current	YTD
Revenues:	1,076,557.39	1,149,550.60	1,149,550.60
Expended:	863,247.84	892,870.36	892,870.36
Net Income:	213,309.55	256,680.24	256,680.24

Grand Totals

	Prior	Current	YTD
Revenues:	1,076,557.39	1,149,550.60	1,149,550.60
Expended:	863,247.84	892,870.36	892,870.36
Net Income:	213,309.55	256,680.24	256,680.24

Board of Commissio Candler County
Statement of Revenue and Expenditures

Revenue Account Range: 321-00-0000 to 321-99-9999 to 321-99-9999 Year To Date As Of: 05/31/23
 Expend Account Range: 321-0000-00-0000 to 321-9999-99-9999 Include Non-Anticipated: Yes Current Period: 07/01/22 to 05/31/23
 Print Zero YTD Activity: No Prior Year: 07/01/21 to 05/31/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/deficit	% Real
321-31-3208	2018 SPLOST (COUNTY 56%)	720,910.61	515,200.00	579,833.08	579,833.08	0.00	64,633.08	113
321-31-3209	2018 SPLOST (Hospital 20%)	321,835.09	230,000.00	222,522.50	222,522.50	0.00	7,477.50	97
321-31-3210	2018 SPLOST (Metter 40%)	514,936.18	368,000.00	408,454.14	408,454.14	0.00	40,454.14	111
321-31-3211	2018 SPLOST (Pulaski 4%)	51,493.62	36,800.00	40,845.41	40,845.41	0.00	4,045.41	111
321-31-3212	2018 SPLOST (INDUSTRIAL AUTHORITY)	0.00	500,000.00	500,000.00	500,000.00	0.00	0.00	100
321-33-4310	LWCF-RECREATION DEPART LIGHTING PROJECT	0.00	100,000.00	100,000.00	100,000.00	0.00	0.00	100
321-36-1005	INTEREST INC 2018 SP	1,333.99	1,100.00	6,274.91	6,274.91	0.00	5,174.91	570
321-36-1006	INTEREST INC 2018 SPLOST Hospital 20%	59.63	100.00	49.65	49.65	0.00	50.35	50
	321 2018 SPLOST FUND Revenue Total	1,610,569.12	1,751,200.00	1,857,979.69	1,857,979.69	0.00	106,779.69	106

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
321-1510-00-0000	2018 SPLOST_New	0.00	0.00	0.00	0.00	0.00	0.00	0
321-1510-54-2301	COUNTY ADMIN_BOARDROOM CHAIRS_CAPITAL	0.00	2,500.00	3,542.15	3,542.15	0.00	1,042.15	142
321-1535-54-2301	IT - MultiFunction Printers - Capital	0.00	42,005.91	39,510.69	39,510.69	0.00	2,495.22	94
321-1535-54-2400	IT/DATA CENTER CAPITAL OUTLAYS	2,489.32	10,000.00	1,933.49	1,933.49	0.00	8,066.51	19
321-1535-54-2401	IT - COURTHOUSE RENO IT UPGRADE	3,364.20	0.00	0.00	0.00	0.00	0.00	0
321-1535-54-2402	COUNTY GEN ADMIN-BOC CLERK-LAPTOP	0.00	3,010.00	2,846.28	2,846.28	0.00	163.72	95
321-1550-54-2301	COUNTY GEN ADMIN - TAX ASSESSOR - FF&E	4,500.00	0.00	0.00	0.00	0.00	0.00	0
321-1550-54-2400	TAX ASSESSOR - COMPUTERS(3)	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
321-1565-54-1002	PUBLIC BUILDINGS-COURTHOUSE RENOVATION	143,395.11	0.00	0.00	0.00	0.00	0.00	0
321-1565-54-1003	COURTHOUSE VCT SYSTEM	12,999.50	0.00	0.00	0.00	0.00	0.00	0
321-1565-54-2101	COURTHOUSE - CAPITAL - HVAC	0.00	0.00	9,987.00	9,987.00	0.00	9,987.00	0
321-2180-54-2501	COUNTY GEN ADMIN - COC - OFFICE EQUIPMEN	3,100.00	0.00	2,000.00	2,000.00	0.00	2,000.00	0
321-2450-54-2301	COUNTY GEN ADMIN - PROBATE - OFFICE FURN	0.00	0.00	1,840.00	1,840.00	0.00	1,840.00	0
321-2450-54-2400	PROBATE COURT - COMPUTER	0.00	1,200.00	1,200.00	1,200.00	0.00	0.00	100
321-2780-54-2401	COUNTY GEN ADMIN - COC - IT EQUIPMENT	3,000.00	0.00	0.00	0.00	0.00	0.00	0
321-3300-54-2101	Sheriff - HVAC - Capital	7,846.00	0.00	0.00	0.00	0.00	0.00	0
321-3300-54-2200	SHERIFF - VEHICLES - NEW	157,009.29	0.00	0.00	0.00	0.00	0.00	0
321-3300-54-2400	SHERIFF - PUBLIC SAFETY RADIOS	176,055.79	176,200.26	176,118.42	176,118.42	0.00	81.84	100
321-3300-54-2401	SHERIFF - CHIEF DEPUTY PC	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0
321-3300-54-2501	SHERIFF - EQUIPMENT	26,969.07	12,200.00	5,698.12	5,698.12	0.00	6,501.88	47
321-3326-54-2401	DETENTION - KENDWOOD NEXTEDGE RADIO	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0
321-3326-54-2503	DETENTION - PORTABLE DEFIBRILATORS	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0
321-4200-54-2101	PUBLIC WORKS - HEAVY EQUIPMENT	132,500.00	0.00	0.00	0.00	0.00	0.00	0
321-4200-54-2200	PUBLIC WORKS - 2020 MOTORGRADERS	108,065.10	108,065.00	108,065.10	108,065.10	0.00	0.10	100

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
321-4200-54-2201	PUBLIC WORKS - VEHICLE	30,348.19	0.00	0.00	0.00	0.00	0.00	0
321-4530-54-2200	SOLID WASTE DIS - CAT D3N BULLDOZER	0.00	36,000.00	35,465.25	35,465.25	0.00	534.75	99
321-4530-54-2301	SOLID WASTE DIS - ROLL OFF CONTAINERS	0.00	10,000.00	9,575.36	9,575.36	0.00	424.64	96
321-4530-54-2302	SOLID WASTE_4.5" EXTERIOR SCALE READOUT	0.00	2,400.00	2,443.27	2,443.27	0.00	43.27-	102
321-4962-57-1094	2018 SPLOST COUNTY 56%	0.00	0.00	7,997.29	7,997.29	0.00	7,997.29-	0
321-4963-57-1094	2018 SPLOST METTER 40%	467,271.19	0.00	400,931.20	400,931.20	0.00	400,931.20-	0
321-4964-57-1094	2018 SPLOST PULASKI 4%	46,727.12	0.00	40,093.11	40,093.11	0.00	40,093.11-	0
321-4968-57-1094	2018 SPLOST (Hospital 20%)	292,044.47	0.00	222,522.60	222,522.60	0.00	222,522.60-	0
321-4969-57-1093	INDUSTRIAL DEVELOPMENT AUTHORITY-SHARE	0.00	500,000.00	364,722.68	364,722.68	0.00	135,277.32	73
321-7130-54-2301	COUNTY GEN ADMIN - 4H OFFICE ICE MACHINE	0.00	2,700.00	2,697.58	2,697.58	0.00	2.42	100
321-7130-54-2301	COUNTY GEN ADMIN - 4H OFFICE EQUIPMENT	844.00	1,200.00	0.00	0.00	0.00	1,200.00	0
321-7460-54-1200	RECREATION DEPA CAPITAL - LIGHTING LWCF	0.00	250,000.00	157,070.00	157,070.00	0.00	92,930.00	63
321-7460-54-1201	RECREATION DEPT - LASER GRADING FIELDS	36,100.00	15,000.00	1,500.00	1,500.00	0.00	13,500.00	10
321-7460-54-1202	RECREATION DEPT - ROLL UP DOORS	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0
321-7460-54-1203	RECREATION DEPT - NETTING	0.00	8,000.00	221.12	221.12	0.00	7,778.88	3
321-7460-54-1204	RECREATION DEPT - ROOF REPAIRS	22,415.00	7,500.00	10,925.00	10,925.00	0.00	3,425.00-	146
321-7460-54-1205	RECREATION DEPT - ZERO TURN MOWER	0.00	0.00	12,100.00	12,100.00	0.00	12,100.00-	0
	321 2018 SPLOST FUND Expend Total	1,677,043.35	1,213,981.17	1,621,005.71	1,621,005.71	0.00	407,024.54-	134

321 2018 SPLOST FUND

	Prior	Current	YTD
Revenues:	1,610,569.12	1,857,979.69	1,857,979.69
Expended:	1,677,043.35	1,621,005.71	1,621,005.71
Net Income:	66,474.23-	236,973.98	236,973.98

Grand Totals

	Prior	Current	YTD
Revenues:	1,610,569.12	1,857,979.69	1,857,979.69
Expended:	1,677,043.35	1,621,005.71	1,621,005.71
Net Income:	66,474.23-	236,973.98	236,973.98

Board of Commission Candler County
Statement of Revenue and Expenditures

Revenue Account Range: 335-00-0000 to 335-99-9999 Year To Date As Of: 05/31/23
 Expend Account Range: 335-0000-00-0000 to 335-9999-99-9999 Include Non-Anticipated: Yes
 Print Zero YTD Activity: No Current Period: 07/01/22 to 05/31/23
 Prior Year: 07/01/21 to 05/31/22 Include Non-Budget: No

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/deficit	% Real
335-31-3204	TIA SPLOST	312,085.94	300,000.00	334,049.47	334,049.47	0.00	34,049.47	111
335-31-3205	GDOT	65,474.90	850,000.00	838,957.35	838,957.35	0.00	11,042.65	99
335-36-1004	INTEREST INC TIA SPL	1,923.47	1,700.00	8,600.34	8,600.34	0.00	6,900.34	506
	335 TIA SPLOST FUND Revenue Total	379,484.31	1,151,700.00	1,181,607.16	1,181,607.16	0.00	29,907.16	103
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
335-4200-52-3300	ADVERTISING	549.00	0.00	0.00	0.00	0.00	0.00	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	81,179.73	50,000.00	787,127.44	787,127.44	0.00	737,127.44	***
335-4968-54-1001	LAND ACQUISITION	575.04	0.00	570.00	570.00	0.00	570.00	0
335-4968-54-1400	MISC TIA DISCRETIONARY-ROADS	12,576.15	0.00	10,480.00	10,480.00	0.00	10,480.00	0
335-4968-54-1401	CANOCHEE PIPE REPAIR	0.00	800,000.00	0.00	0.00	0.00	800,000.00	0
335-4968-54-1403	2020 LMITG 10% MATCH	67,007.63	0.00	0.00	0.00	0.00	0.00	0
335-4968-54-1404	2019 LMITG SAP 10% MATCH	13,843.10	0.00	0.00	0.00	0.00	0.00	0
335-4968-54-1406	2021 LMITG 10% MATCH	38,167.12	0.00	49,647.38	49,647.38	0.00	49,647.38	0
335-4968-54-1407	2021 LMITG SAP 10% MATCH	10,720.48	0.00	200.00	200.00	0.00	200.00	0
335-4968-54-1408	2022 LMITG 10% MATCH	8,900.00	100,000.00	414,429.67	414,429.67	0.00	314,429.67	414
335-4968-54-1409	2023 LMITG 10% MATCH	0.00	60,000.00	12,800.00	12,800.00	0.00	47,200.00	21
	335 TIA SPLOST FUND Expend Total	232,368.17	1,010,000.00	1,275,254.49	1,275,254.49	0.00	265,254.49	126

335 TIA SPLOST FUND

	Prior	Current	YTD
Revenues:	379,484.31	1,181,607.16	1,181,607.16
Expended:	232,368.17	1,275,254.49	1,275,254.49
Net Income:	147,116.14	93,647.33	93,647.33

Grand Totals

	Prior	Current	YTD
Revenues:	379,484.31	1,181,607.16	1,181,607.16
Expended:	232,368.17	1,275,254.49	1,275,254.49
Net Income:	147,116.14	93,647.33	93,647.33

Revenue Account Range: 601-00-0000 to 601-99-9999 Include Non-Anticipated: Yes Year To Date As Of: 05/31/23
 Expend Account Range: 601-0000-00-0000 to 601-9999-99-9999 Include Non-Budget: No Current Period: 07/01/22 to 05/31/23
 Print Zero YTD Activity: No Prior Year: 07/01/21 to 05/31/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
601-34-1750	ALLOCATED SELF INSURANCE COSTS FROM GF	1,165,937.38	1,444,367.00	1,327,429.64	1,327,429.64	0.00	116,937.36-	92
601-34-1751	PREMIUM CHARGES TO EMPLOYEES	0.00	0.00	73,956.39	73,956.39	0.00	73,956.39	0
601-36-1001	PARETO CLAIMS ACT INTEREST INCOME	13.98	0.00	1,295.24	1,295.24	0.00	1,295.24	0
601-36-1002	PARETO RESERVE ACT INTEREST INCOME	134.43	0.00	5,656.91	5,656.91	0.00	5,656.91	0
601-38-9001	STOP LOSS REIMBURSEMENT	90,519.96	0.00	71,922.60	71,922.60	0.00	71,922.60	0
601-38-9002	MISC-REIMBURSEMENT FROM PRIOR YEARS	0.00	0.00	174.86	174.86	0.00	174.86	0
	601 INTERNAL HEALTH INSURAN Revenue Totals	1,256,605.75	1,444,367.00	1,480,435.64	1,480,435.64	0.00	36,068.64	92

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
601-1510-00-0000	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0
601-1510-52-3604	BANK FEES	0.00	0.00	20.00	20.00	0.00	20.00-	0
601-1510-55-2100	ADMINISTRATIVE FEES	76,416.50	89,040.00	78,216.50	78,216.50	0.00	10,823.50	88
601-1510-55-2101	CAPITAL CONTRIBUTIONS TO CAPTIVE	0.00	41,113.00	0.00	0.00	0.00	41,113.00	0
601-1510-55-2200	PAID CLAIMS	562,953.38	903,080.00	383,100.87	383,100.87	0.00	519,979.13	42
601-1510-55-2201	STOP LOSS PREMIUMS	338,802.42	411,134.00	360,872.79	360,872.79	0.00	50,261.21	88
	601 INTERNAL HEALTH INSURAN Expend Totals	978,172.30	1,444,367.00	822,210.16	822,210.16	0.00	622,156.84	57

601 INTERNAL HEALTH INSURANCE FUND

	Prior	Current	YTD
Revenues:	1,256,605.75	1,480,435.64	1,480,435.64
Expended:	978,172.30	822,210.16	822,210.16
Net Income:	278,433.45	658,225.48	658,225.48

Grand Totals

	Prior	Current	YTD
Revenues:	1,256,605.75	1,480,435.64	1,480,435.64
Expended:	978,172.30	822,210.16	822,210.16
Net Income:	278,433.45	658,225.48	658,225.48

	FY23	Industrial Authority	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 166,628.20	\$ -	\$ 33,325.64	\$ 133,302.56	\$ 53,321.02	\$ 5,332.10	\$ 74,649.43
August	\$ 152,995.15	\$ -	\$ 30,599.03	\$ 122,396.12	\$ 48,958.45	\$ 4,895.84	\$ 68,541.83
September	\$ 158,332.72	\$ -	\$ 31,666.54	\$ 126,666.18	\$ 50,666.47	\$ 5,066.65	\$ 70,933.06
October	\$ 157,835.27	\$ -	\$ 31,567.05	\$ 126,268.22	\$ 50,507.29	\$ 5,050.73	\$ 70,710.20
November	\$ 160,655.65	\$ -	\$ 32,131.13	\$ 128,524.52	\$ 51,409.81	\$ 5,140.98	\$ 71,973.73
December ProRata	\$ 488.96	\$ -	\$ 97.79	\$ 391.17	\$ 156.47	\$ 15.65	\$ 219.05
December	\$ 153,101.28	\$ -	\$ 30,620.26	\$ 122,481.02	\$ 48,992.41	\$ 4,899.24	\$ 68,589.37
January	\$ 162,575.30	\$ -	\$ 32,515.06	\$ 130,060.24	\$ 52,024.10	\$ 5,202.41	\$ 72,833.73
February	\$ 152,498.13	\$ 54,541.02	\$ -	\$ 97,957.11	\$ 39,182.84	\$ 3,918.28	\$ 54,855.98
March	\$ 144,260.13	\$ 144,260.13	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ 165,921.53	\$ 165,921.53	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ 168,365.52	\$ 135,277.32	\$ -	\$ 33,088.20	\$ 13,235.28	\$ 1,323.53	\$ 18,529.39
June ProRata	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,743,657.84	\$ 500,000.00	\$ 222,522.51	\$ 1,021,135.33	\$ 408,454.13	\$ 40,845.41	\$ 571,835.79


AIA® Document B104® – 2017
Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the seventeenth day of May in the year 2023

BETWEEN the Architect's client identified as the Owner:

Candler County Board of Commissioners
1075 East Hiawatha Street, Suite A
Metter, Georgia 30439

and the Architect:

Studio 8 Design, LLC
2722 North Oak Street
Valdosta, GA 31602

for the following Project:

New Jail and Sheriff's Office for Candler County
East Hiawatha Street
Metter, Georgia 30439

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

AIA Document B104 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 08:41:16 ET on 05/17/2023 under Order No. 2114316307 which expires on 05/23/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(863265643)

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

An addition of approximately 21,000 square feet of new building and jail housing for 103 inmates.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar

Init.

AIA Document B104 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 08:41:16 ET on 05/17/2023 under Order No.2114316307 which expires on 05/23/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
 - \$2,000,000.00 Aggregate
 - \$1,000,000.00 Per Claim
- .2 Automobile Liability
 - \$1,000,000.00 Aggregate
- .3 Workers' Compensation
 - State Requirements Met
 - \$1,000,000.00 Per Claim
- .4 Professional Liability
 - \$2,000,000.00 Aggregate
 - \$2,000,000.00 Per Claim

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

Init.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations

Init.

from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

Init.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. N/A

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services twelve (12) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within thirty-six (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

Init.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

Init.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 1.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

Init.

AIA Document B104 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 08:41:16 ET on 05/17/2023 under Order No.2114316307 which expires on 05/23/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(863265643)

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

Init.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Init.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

Init.

AIA Document B104 – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks of The American Institute of Architects. This document was produced at 08:41:16 ET on 05/17/2023 under Order No.2114316307 which expires on 05/23/2023, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.
User Notes:

.1 Stipulated Sum

Five hundred eighty thousand dollars, \$580,000.00

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Paragraph deleted)

Any change in project scope ordered by the Owner, whether prior to construction contracting or by change order to a construction contract, shall result in an extra fee to the Architect equal to 7.5% of the construction cost of the added scope.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

A fee to be negotiated.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

N/A

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Preliminary Design Phase	fifteen	percent (15	%)
Design Development Phase	twenty		20	%
Construction Documents	forty	percent (40	%)
Bid Phase	five		5	%
Construction Phase	twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

(Table deleted)
(Paragraphs deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs deleted)

- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

12.7 % (one) per annum

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

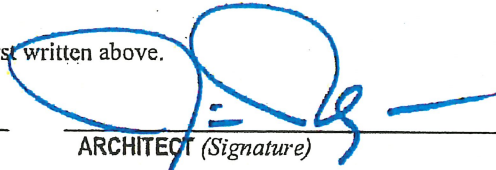
(Paragraphs deleted)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Bryan Aasheim, Couty Administrator
Candler County Board of Commissioners
(Printed name and title)



ARCHITECT (Signature)

James Ingram, AIA/NCARB Partner/Managing Member
(Printed name, title, and license number, if required)

Init.

Exhibit E



Contractor: Quality Tire Recycling, LLC
465 Mallet Street
P.O. Box 941
Jackson, GA 30233
Phone: 770.775.3304

DROP AND HOOK AGREEMENT

Customer Status: [] New Customer [] Existing-New Agreement [x] Existing-Agreement Renewal [x] Price Change [] Service Change
Service Type: [x] Drop & Hook [] Cage [] Roll Off

Contract Customer / Invoice to: Candler County Landfill Customer Account number: 22455
Customer Name: Bryan Aasheim - Administrator FEIN No.:
Address: Rt 2 Box 42-S
City and State: Metter, GA Zip Code: 30439
County: Candler Fax Number:
Phone Number: 912-685-2822
E-Mail Address: canco@pineland.net

Check One: Proprietor [] Partnership [] Corp [] State of Incorporation:
Service: Trailer transportation and processing, recycling and/or disposal of Customer's used tires ("Used Tires").
Service Location:
Location Name:
Address: 842 Landfill Road
City and State: Metter, GA Zip Code:
County:
Phone Number: Fax Number:
E-Mail Address:
Service Contact: Title:

Effective Date of Service: 6/1/2023 Term: 12 months Estimated Volume: Select one: [] tons per year [] loads per year

Service Fees (Subject to annual adjustment pursuant to Section 3 of the attached General Conditions):

Freight: \$ 1050.00
Environmental Fee: \$ 15.00
Container Drop Fee: \$
Container Rent: \$ 100.00
Cost Per Load or Ton: \$ 105.00 per (check one): [] load [x] ton
Overweight Charge (exceeding 15 tons per load): \$ per (check one): [] load [] ton
Standby Fee: \$ per hour
Rim Removal Fee: \$ extra per tire
Current Diesel Fuel Surcharge: \$74.00 % percentage of billed revenue or charges
Minimum Billing Per Load (if applicable) tons

Billing Terms: [] COD [x] Credit

Special Conditions:

- 1. We do not accept solid tires, tracks, tubes with valve stems or rims smaller than car tire rims.
2. Farm tires over 5'x2' and otr's are billed at a higher price.
3.

(Customer to initial below)

Customer Signature: [Signature] Date: 6/6/23

Print Customer Name and Title: Bryan Aasheim County Administrator

Contractor Signature: [Signature] Date:

Print Contractor Name and Title: Doug Bernhard - Regional Operations Director

Service Type (select one): [] On Call [] Schedule
Service Frequency (select one): If weekly, estimated collections per week: [] 1 [] 2 [] 3 [] 4 [] 5 [] 6 [] 7
If not weekly, then every: [] 2wks [] 3wks [] 4wks [] 5wks [] 6wks [] Other:

GENERAL CONDITIONS OF DROP AND HOOK AGREEMENT

Contractor named above or any of its applicable subsidiaries or affiliates performing hereunder ("Contractor") hereby warrants to Customer that all Used Tires collected from Customer shall be recycled, including reuse, in accordance with the used tire rules enacted by governing local, state and federal regulatory agencies.

1. **Term.** The initial term of this Agreement shall be twelve (12) months, commencing on the Effective Date of Service, as may be extended herein ("Term"). At the end of the initial twelve (12) month period and on each anniversary thereafter, the Term shall automatically be extended by one (1) additional year unless, at least sixty (60) days prior to the end of the Term, one party hereto notifies the other party hereto, in writing, that it does not wish to extend the Term beyond the then current expiration date. Such automatic extension and option to cancel such automatic extension shall continue until this Agreement expires in accordance with the terms of this provision, or is terminated as otherwise provided herein, or is terminated by the mutual agreement of the parties hereto. Contractor agrees that if Customer no longer requires any Service for its Used Tires due to discontinuance of its business or relocation outside the area in which Contractor provides Service, Customer may terminate this Agreement by delivering written notice to Contractor at least sixty (60) days prior to the intended termination date and making payment of all amounts due Contractor on or before such intended termination date. In the event Customer terminates this Agreement other than as provided above, or Contractor terminates this Agreement as a result of Customer's breach, Customer shall pay Contractor, as liquidated damages, Customer shall pay the average of its past monthly charges multiplied by the number of months remaining in the Term.

2. **Exclusivity.** Contractor has invested—and based upon this Agreement will invest—capital, expertise, time and resources to perform this Agreement. Accordingly, during the Term of this Agreement, (1) Customer agrees to deal, negotiate, and contract exclusively with Contractor for any and all Used Tire related services provided by Contractor to Customer under this Agreement, including without limitation, the transportation, processing, recycling, resale, and/or disposal of Used Tires (collectively, "Services"), (2) Customer agrees not to deal, negotiate, and/or contract with any other person, corporation, or other entity—whether directly and/or indirectly—for Services, and (3) in connection with this Agreement, the parties agree that each will not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, hinder, evade, or obviate (a) one another, (b) each other's interests in or to the benefits of this Agreement, and/or (c) the interests or relationships that either party has with any other person, corporation, or other entity including without limitation customers, manufacturers, producers, sellers, buyers, vendors, brokers, dealers, distributors, refiners, and/or shippers to affect, change, increase, decrease, and/or avoid, directly or indirectly, the obligations of one another under this Agreement.

3. **Fees, Charges and Payment.** Customer shall pay Contractor for its Services in accordance with the Service Fees set forth on the first page of this Agreement and these General Conditions. Customer shall pay Contractor at Contractor's address on page 1 of this Agreement. The Service Fees and other charges set forth herein shall be adjusted after the first anniversary of the Effective Date of Service to reflect (a) increases in the Consumer Price Index, and (b) an annual four percent (4%) increase of all Service Fees and other charges hereunder. The Rim Removal Fee shall be charged for each and every Used Tire that has not been derimmed. Customer shall prepay the Trailer Drop Fee and the cost of the first load when the first empty trailer is delivered. Thereafter, Customer shall prepay Contractor for each load when the replacement trailer is delivered unless credit is extended and approved, in which case payment shall be due within fifteen (15) days of invoice. Contractor has the right, in its sole discretion, to pass through to Customer any and all environmental cost recovery charges, environmental compliance charges or other similar charges related to upgrading or maintaining Contractor's facilities, including without limitation reasonable attorneys' fees. If payment is not made when due, or if Customer otherwise breaches the terms of this Agreement and fails to cure the same within five (5) days of written notice of such breach, Contractor may remove any equipment on Customer's premises, suspend the provision of Services and/or terminate this Agreement upon written notice to Customer, in which event Contractor shall be entitled to recover all amounts then due and, in the event of termination, the liquidated damages described above.

4. **Fuel Surcharge.** Contractor may impose a fuel surcharge in the event the cost of diesel fuel increases at any time, or from time to time, during the Term. The fuel surcharge shall be calculated based on increases in the cost of diesel fuel as published by the Energy Information Administration of the US Department of Energy (www.eia.doe.gov) ("EIA") as determined by Contractor at any time, or from time to time, during the Term of this Agreement over a base cost of \$1.30 per gallon (the "Fuel Surcharge Percentage"). The resulting Fuel Charge Percentage shall be multiplied by the aggregate of Customer's billed Service Fees and other charges for the period determined by Contractor in order to determine the amount of such fuel surcharge. The fuel surcharge as of the date of execution of this Agreement shall be the percentage set forth on page 1 of this Agreement, and may be increased or decreased at any time, or from time to time, by the Contractor as necessary and appropriate.

5. **Governmental Taxes, Fees and Charges.** Customer shall be responsible for any and all taxes, fees or other charges imposed by local, state or federal laws and/or regulations upon the collection, transportation, processing, recycling and/or disposal of Customer's Used Tires.

6. **Equipment.** The word "equipment" as used in these General Conditions shall mean over-the-road bulk trailers provided by Contractor to Customer for the storage and transportation of Used Tires. All equipment shall remain the property of Contractor and Customer shall have no right, title or interest in such equipment. Contractor shall have the absolute right to remove or replace any and all equipment at any time, and Customer shall be obligated to eliminate any obstruction that might hinder Contractor in removing or replacing the equipment. Customer shall provide a stable, paved parking space for the equipment, and shall not overload, move or alter the equipment, or use the equipment for purposes other than the storage of Used Tires to be collected by Contractor. Customer shall be responsible for the equipment's safekeeping, and shall be liable to Contractor for all loss and/or damage to the equipment while in Customer's possession (including fire and theft) except for reasonable wear and tear. On collection day, Contractor shall have clear, unimpeded access to the equipment. If the equipment is blocked so as to delay or prohibit collection, any additional collection cost shall be classified as an extra pick-up and charged to Customer's account or Contractor may charge the Standby Fee. Customer agrees to carry insurance with sound and reputable insurers against fire, theft and other hazards, in such forms and in such amounts so that the value of the equipment located on Customer's premises shall at all times be covered from all such losses and risk and as Contractor may reasonably require, for the benefit of Customer and Contractor. Upon request, Customer shall provide Contractor with an insurance certificate evidencing the foregoing coverage. Customer shall not sell, lease, lend, move, transfer, encumber or pledge any equipment located on Customer's premises or allow any third parties to move or encumber the equipment located on Customer's premises. Customer shall give its secured lenders notice that Customer does not have an ownership interest in the equipment.

7. **Used Tires.** Customer warrants to Contractor that all Used Tires delivered by it hereunder shall not have been subject to any safety recall, whether official or unofficial, and not otherwise subject to a 'destroy only' obligation. Customer also warrants that the Used Tires delivered to Contractor shall be in as dry a condition as possible (no more than 10 milliliters of water in each) and shall be free of oil, petroleum and any other hazardous or toxic wastes as defined by local, state or federal laws and/or regulations. It is understood and agreed that Customer shall not deliver to Contractor any split or chopped tires, solid rubber tires, baled tires, tires containing a heavy accumulation of dirt, or tires exceeding 54 inches in height or 16 inches in width or any waste other than Used Tires (collectively, "Unacceptable Waste"). Customer further agrees that if any Unacceptable Waste is delivered by Customer, Contractor may, at its election, (i) return such Unacceptable Waste to Customer, or (ii) charge a supplemental fee to Customer for special handling and/or disposal of such Unacceptable Waste.

Customer Initials BA
Date 1/10/23

8. **Title.** Title to the Used Tires shall pass to Contractor upon either the (i) payment of Contractor's Service Fees and other charges due for such Used Tires, or (ii)

removal of such Used Tires by Contractor from Customer's premises. If Customer fails to pay Contractor's Service Fees and/or other charges, Contractor, at its option, may unload and/or return Customer's Used Tires, in which event Customer shall remain liable to Contractor for 100% of the Service Fees and other charges due for such Used Tires. Notwithstanding the foregoing, title to and liability for Non-Conforming Tires shall always remain with Customer.

9. **Provision of Services.** To the extent not otherwise covered by insurance, Contractor shall be responsible for damages to Customer's property directly resulting from any actions of Contractor, its agents or employees in connection with providing the Services to Customer pursuant to this Agreement; provided, however, that Contractor shall not be responsible for any damages if Customer was aware of any condition affecting Customer's property which contributed to or caused such damage and did not inform Contractor.

10. **Indemnity and Related Provisions.** Customer agrees to pay, indemnify, defend, and hold harmless Contractor and its employees, agents, and representatives from and against any and all claims, causes of actions, controversies, demands, damages, losses, costs, fines and/or liabilities (collectively, "Causes of Action") relating to and/or arising out of (1) the operation, use, or possession of the equipment by Customer, (2) each and every deficiency, defect, characteristic, and/or other condition of Customer's property and/or Used Tires, including the delivery of Unacceptable Waste, (3) Customer's breach or nonperformance of any covenant, provision, representation or warranty made by Customer hereunder, (4) Customer's activities in connection with this Agreement or the Services, and (5) Customer's violation of any laws or regulations, save and except for Causes of Action resulting from Contractor's willful misconduct or grossly negligent conduct. This provision applies to and includes without limitation claims and causes of action for death, personal injury, and/or damage to property or the environment. This indemnification specifically includes any injury to Customer's employees that may result from the employee's handling or loading of Used Tires.

11. **Insurance.** In addition to Customer's obligations under Section 6 hereof, Customer shall maintain insurance in types and amounts appropriate for similarly situated persons. Without limiting the foregoing, Customer shall carry insurance adequate to cover all potential liabilities related to its business and its indemnification obligations under this Agreement.

12. **Right to Compete.** Customer grants Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of Used Tire collection, transportation, processing, recycling, resale and/or disposal services upon the termination of this Agreement, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it. If Contractor agrees to provide services on the same terms as those set forth in the offer, Customer shall contract with Contractor for such services.

13. **Selling Used Tires.** Customer recognizes the value to the Contractor for those used tires that can be culled and sold as a used tire. The parties further acknowledge and agree that the pricing of the Service Fees set forth in this Agreement is premised upon no theft or diversion of Used Tires from the locations. Customer shall implement procedures to ensure individuals or businesses do not to take, purchase, or damage such good used tires from the Customer's locations. Customer shall take precautions to keep used tires secure and contained to eliminate the risk of tire theft or damage. If such theft occurs, Customer shall provide Contractor access to its loss prevention department and cooperate with all investigations and possible prosecutions of such theft perpetrators. If such theft continues, Contractor, at its sole discretion, may increase Service Fees for that particular location.

14. **Default and Remedies.** In the event either party breaches this Agreement and fails to cure any such breach within five (5) days of written notice thereof, the non-defaulting party shall have all rights and remedies set forth in this Agreement and all rights and remedies available at law or in equity.

15. **Force Majeure.** Except for their respective obligations to pay any sums of money due hereunder, each party hereto shall be excused for any delay or failure in the performance of their respective obligations hereunder, and shall not be liable for failure to perform or considered in default hereunder, if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control and is not caused by such party, including, but not limited to, governmental laws or regulations, strikes or other labor disputes, civil commotion, sabotage, acts of terrorism, war, fire, casualty, flood, earthquake, explosion, weather, or acts of God.

16. **Notice.** Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth on the first page of this Agreement or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed given upon mailing.

17. **Waiver.** The failure of Contractor or Customer to enforce, at any time or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision; provided, however, final payment to Contractor constitutes a full and final release of any claims that Customer may have against Contractor.

18. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

19. **Governing Law & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles, and any suit or cause of action brought to enforce the terms of this Agreement shall only be heard in the appropriate court of Allegheny County, Pennsylvania.

20. **General Provisions.** This Agreement (i) constitutes the entire contract between the parties with respect to the Services contemplated hereunder, (ii) may only be changed, modified or amended by a writing signed by both parties hereto, and (iii) shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. If any conflict or differences exist in this Agreement between items that are printed and those that are typed or written, the typed or written language shall govern. Each party agrees, represents and warrants to the other that it has not made, and makes no statements, representations and/or warranties that are not contained in this Agreement, and neither party has relied on any fact, statement, representation, and/or warranty that is not contained in this written Agreement. Each party hereby represents and warrants that the execution and performance of this Agreement have been duly authorized by such party and that this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be one and the same instrument. A facsimile or pdf signature binds the same as an original.

Customer initials KA
Date 11/6/23

Exhibit F

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

A RESOLUTION AMENDING THE COUNTY BUDGET FOR THE FISCAL YEAR 2023

On this day, the 5 day of June 2023, the Candler County Board of Commissioners, having met for the purpose of discussing and passing a resolution, amending the County budget for the 2023 fiscal year do resolve that:

Whereas, the Board of Commissioners in the Budget Resolution for Fiscal Year 2023 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 FY2023 budget;

For the fiscal year 2023 the budget is hereby amended as follows:

Fund	Division	Amount	Reason
100	Public Buildings	\$1,868.20	Rey Key Health Department
100	Public Buildings	\$10,000	HVAC Maintenance Agreement costs
100	Information Technology	\$18,000	Telephone/Communications Expenditures
100	Information Technology	\$6,500	Network Licenses/ Maintenance Costs
100	Emergency Management Agency	\$2,000	Generator Rental for Disaster Preparation
100	Emergency Management Agency	\$3,440	TangoTango
100	EMS	\$10,396.01	Periodic Maintenance Agreement – Stryker Power Load Systems
100	EMS	\$503.68	Adobe Acrobat License
100	EMS	\$12,000	Professional Services – Medical Director Costs
100	EMS	\$3,000	M2 Tires
100	EMS	\$5,000	Fuel Costs, Increase to \$47,000

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

100	Clerk of Court	\$28,929.38	Convert a Part-Time position to Full-Time
100	Tax Assessor	\$11,912	Training costs for new Chief Appraiser
100	Detention	\$2,000	POAB Dues for communications officers
100	Roads & Bridges	\$25,000	Equipment Repair & Maintenance
100	Roads & Bridges	\$30,000	Heavy Equipment Repair & Maintenance
100	Roads & Bridges	\$5,000	Materials
100	Roads & Bridges	\$40,000	Gas & Diesel
100	Roads & Bridges	\$15,000	Grader Blades
100	Family Connections	\$37,500	DFCS Family Grant Expenditures
100	Other Departments	\$426,538.01	Payoff Hospital Debt
230	EMS	\$211.13	Radio Installation
230	EMS	\$1,560.00	Lexipol Training system
230	Public Buildings	\$65,000	HVAC replacement, courthouse roof
230	Public Buildings	\$24,000	HVAC replacement, courthouse basement
230	Public Buildings	\$9,945	Courthouse Clock Refurbish
230	Sheriff	\$87,000	Safety Equipment Project
321	Recreation Department	\$12,100	Zero Turn Mower
321	Solid Waste	\$2,400	Scales external readout
321	Public Buildings	\$3,542.15	Office Chairs
321	Ag Resources	\$2,697.58	Ice Machine for Extension office
321	Recreation Dept.	\$10,925.00	Roofing at accessory buildings and dugouts
321	Clerk of Court	\$2,846.28	Laptop


Glyn Thrift, Chairman
Candler County Board of Commissioners


Kellie Lank, County Clerk



Exhibit G

Family Connection - FY 2024
Local Government

FAMILY CONNECTION FY 2024 CONTRACT TRANSMITTAL

TO: County Family Connection Fiscal Agent

Thank you for accepting the challenge and opportunity to achieve results for Georgia's children and families through implementation of your Family Connection Collaborative plan. The FY 2024 Family Connection contract (July 1, 2023, to June 30, 2024) is attached.

The Department of Human Services requires the contract to be signed and returned prior to June 30 to have an effective date of July 1. Failure to meet this requirement will result in a change of the start date of your contract.

To execute the contract please do the following:

1. Verify the following items: (If corrections are needed, please contact Linda Lunsford, lunsford@gafcp.org)
 - a. That your organization's name and legal address are correct on Page 1
 - b. That your organization's Federal Employer Identification (FEI) is correct on page 1.
 - c. That your organization's fiscal year end date (as used to determine due dates for audits) is correct on page 1.
 - d. That your organization's name and address for mailing purposes, along with your telephone number, fax, and email, are correct on Page 1.
2. **The Department of Human Services accepts digital signatures or an electronic signature, or you can sign and scan your contract. Email the signed contract to Linda Lunsford at lunsford@gafcp.org.**
 - a. Ensure that the individual(s) with legal authority for signing on behalf of the entity listed on the first page of the contract signs the document.
 - b. Ensure that Annex D, Business Associate Agreement, is completed and signed. Annex D-1 should have N/A on the first line and Annex D-2 must be initialed by the signer of the contract on the 1st line signifying the Contractor does not need any user accounts to access the Department of Human Services Protected Health Information Systems.
 - c. Ensure that Annex E, Contractor Affidavit, is signed and notarized. Failure to complete Annex E will result in the contract being delayed and delay your receipt of an executed contract for FY2024.
 - d. Ensure that Annex E, Sub-Contractor, Affidavit is signed and notarized by all entities that are budgeted in Per Diem Fees & Contracts on the FY 2024 Budget Proposal. Failure to complete Annex E, Sub-Contractor Affidavit, if applicable, will result in the delay of your contract being executed until the required Affidavit(s) are received. In lieu of the affidavit, individuals with Zero (0) Employees may submit the Security and Immigration Compliance – Purchase of Services \$2,499.99 or More, select Option 2 and attach a copy of their state issued driver's license or identification card along with a signed and complete exemption form and attached to the contract in lieu of a Sub-Contractor Affidavit. This form is attached.

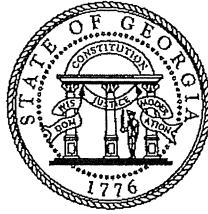
After the contract is finalized, a copy of the executed contract, signed by the Department of Human Services, will be returned to you by electronic email.

The Department of Human Services requires all payments over \$5,000 must be paid by direct deposit. Please make sure your bank account routing is accurate. If a change in your account has occurred or you are not currently enrolled with the State's Vendor Management System you must complete the attached Vendor Form, attach a voided check, and return along with your signed contract.

If you need assistance, please email lunsford@gafcp.org or call Linda Lunsford at 404 739-0057

Brian P. Kemp
Governor

Candice L. Broce
Commissioner



Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

BUDGET AUTHORIZATION FORM

GEORGIA DEPARTMENT OF HUMAN SERVICES
PROCUREMENT/CONTRACTS/VENDOR MGT.
TWO PEACHTREE STREET, N.W. 27TH FLOOR
ATLANTA, GEORGIA 30303-3142

DHS Contract # 42700-93- 202400115

Candler County Board of Commissioners – Vendor #14571 FROM: 7/1/23 TO: 6/30/24
NAME OF CONTRACTOR (ORIGINAL OR CURRENT DATES)

FEI #: 58-6000793 Contractor's FY End Date: June 30

ORIGINAL OR CURRENT AMOUNT: \$ 52,500 (INCLUDE ANY PRIOR AMENDMENTS FOR ENDING DATE AND DOLLARS)

AMOUNT OF AMENDMENT: \$

TOTAL AMOUNT TO DATE: \$ 52,500

AMENDMENT #: EFFECTIVE DATE: TO:

PURPOSE OF CONTRACT/AMENDMENT: Community-based collaboration committed to improving the health and well-being of children, families, and communities by identifying service gaps, advocating for system changes that will eliminate barriers and inefficiencies and working toward improved outcomes for all Georgians and planning in a family-centered, environment which positively impacts child health, child development, academic achievement, family functioning and economic capacity

BUDGET SERVICES ONLY									
TOTAL AMOUNT OF CONTRACT WILL BE ENCUMBERED AT THE TIME THE CONTRACT IS AWARDED									
ACCOUNT	FUND	DEPARTMENT ID	FUND SOURCE	SUB PROGRAM	SPEEDCHART (PROJECT)	CLASS	CFDA #	OBLIGATION/ DEOBLIGATION AMOUNT	TANF FUNDS? (✓)
653001	10100	4275704101	01	4380101	01	312		\$52,500	

Encumbrance Date: 6/30/24

Last Date Funds Must Be Obligated (or will lapse)

Liquidation Date: N/A

Last Date Services Can Be Provided

As the Department's budget representative, responsible for the Family Connection Initiatives, I certify that the funds are available to cover expenditure as indicated.

Myra Kibler
Budget Representative (SIGNATURE)

Myra Kibler
Printed Name

04-23-2023
Date

404 527-7394
Phone No.

**STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT**

This Contract is entered into between the Department of Human Services and the Contractor named below:

State Entity's Name: Department of Human Services, (hereinafter the "Department" or "DHS")

Contractor's Name: Candler County Board of Commissioners (hereinafter the "Contractor")	Contractor's Address: 1075 E Hiawatha St. Metter, GA 30439-0046
Contractor's FEI #: 58-6000793	Contractor's Accounting Year End Date: June 30
Contractor's Entity Type: County Government	

Department Administrative Information

DHS Contract #: 42700-93- Requisition #: N/A	Candler County Board of Commissioners
DHS (state) Financials Vendor ID #: 14571	CFDA #(s): N/A
NIGP Code(s): 95259 Exempt <input type="checkbox"/> Intergovt. <input checked="" type="checkbox"/>	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source Event #: N/A
Equip. Inv. Locator #: N/A	Total Options to Renew: N/A
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	
Summary of Contracted Services: Community-based collaboration committed to improving the health and well-being of children, families, and communities by identifying service gaps, advocating for system changes that will eliminate barriers and inefficiencies and working toward improved outcomes for all Georgians and planning in a family-centered environment which positively impacts child health, child development, academic achievement, family functioning and economic capacity.	

Expense Revenue No Cost

Total Obligation: \$52,500.00 Federal: \$0.00 State: \$52,500.00 Match: \$0.00 Other: \$0.00

Contract Term:

Contract Start Date: July 1, 2023

Contract Expiration Date: June 30, 2024

Contract Fiscal Year: FY 2024

Authorized Person(s) to Receive Contract Notices for DHS:

Georgia Family Connection Partnership, Inc.
Attn: Linda Lunsford
235 Peachtree Street, Suite 1600
Atlanta, Georgia 30303-1422
404-527-7394
Fax: 404-527-7443

Georgia Department of Human Services
Attn: Pamela McBeth-Rowie
47 Trinity Avenue, SW, 2nd Floor
Atlanta, Georgia 30334
404-295-3774

Authorized Person(s) to Receive Contract Notices (Correspondence Only) for Contractor:

Candler County Board of Commissioners
Attn: Bryan Aasheim, County Manager
1075 E Hiawatha St.
Metter, GA 30439-0046
912-685-2835
baasheim@candlerco-ga.gov

Contractor's mailing address for all contract payment checks or remittance advice (EFT only) is:

Candler County Board of Commissioners
1075 E Hiawatha St.
Metter, GA 30439-0046

SECTION I GENERAL CONTRACT PROVISIONS

SECTION I

PARA #101 CONTRACT DEFINED:

(101) 03/07/18

The following words shall be defined as set forth below:

"Administrative Addendum" means a form issued and executed by the Department to revise certain administrative information that does not affect the terms and conditions of the Contract. For example, DHS may issue an Administrative Addendum to revise contact persons for the Department.

"Contract" means the agreement between the Department and the Contractor including annexes, amendments, renewals, extensions and addenda.

"Contractor" means the provider(s) of the Services under the Contract.

"Department" or **"DHS"** means the State of Georgia Department of Human Services and the Division/Office identified in the Department of Human Services Contract with the Contractor for the Services identified.

"Services" means the services and deliverables as provided in the Contract and described in the Scope of Services.

"State" means the State of Georgia, the Department, and its Divisions/Offices and any other authorized state entities requiring services under or having an interest in the Contract.

This Contract is made and entered into by and between the Department, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated (hereinafter O.C.G.A) § 49-2-1 and the Contractor, legally empowered to contract under the laws of the State of Georgia.

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in the Superior Court of Fulton County, State of Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

This Contract or any performance required by it shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department.

PARA #102 PERIOD OF CONTRACT:

(102) 03/07/18

This Contract shall begin and expire on the dates specified in the Department of Human Services Contract unless terminated earlier in accordance with the applicable terms and conditions.

PARA #103 EXTENSION:

(104) 03/07/18

In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for services or the completion of all contracted deliverables, the Department may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the services.

PARA #104 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

(105B) 06/27/18

- A. **CONTACT INFORMATION:** The mailing addresses, contact persons, and contact information listed in the Contract may be changed during the term of this Contract by written notification to the other party. All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or via email, or after three (3) days if by regular mail or certified/registered mail.
- B. **CHANGE IN CONTRACTOR INFORMATION:** In the event Contractor's address, legal business name, or entity type or entity status changes during the term of this Contract, Contractor shall contact the Department with the correct information within thirty (30) days of such change.
- C. **CONTRACT SERVICE DELIVERY SITES:** This Contract may involve service delivery site(s). If the Annex titled Service Delivery Sites is included in this contract, the Contractor may move the service delivery site(s) during the term of this Contract with prior written approval of the Division or Office, provided the total cost of the Contract does not either increase or decrease.

PARA #105 NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR:

(106A) 03/07/18

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN SERVICE PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant Federal and State laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. **CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS:** The Contractor agrees to require any Subcontractor performing services funded through this Contract to comply with all provisions of the Federal and State laws, rules, regulations and policies described in this paragraph.

PARA #106 CONFIDENTIALITY:

(107A) 03/09/16

The Contractor agrees to abide by all State and Federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or Subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for the Department may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

PARA #107 INSPECTION OF WORK PERFORMED:

(108) 03/10/16

The Department or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

PARA #108 USE OF STATE VEHICLES:

(110A) 03/07/18

State vehicles shall not be used in the performance of this Contract.

PARA #109 INDEPENDENT CONTRACTOR RELATIONSHIP:

(111) 01/06/16

In its relationship with the Department and the State and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an Independent Contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the State. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the State or any of its agencies.

PARA #110 CONFLICT OF INTEREST:

(112B) 03/07/18*

- A. The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41, which prohibit and regulate certain transactions between certain State officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.
- B. Notwithstanding item A above, the following will apply to the Chair of the County Family Connection Collaborative and the Coordinator or Executive Director respectively:
 - (1) Any individual named as Chair of the County Family Connection Collaborative shall not be running for office or be an elected official of any Federal, State, or local government entity; nor shall he or she be the employee of the Contractor (i.e., county Family Connection Fiscal Agent) during the term of this Contract.
 - (2) Any individual named as a coordinator or executive director and is compensated in the performance of this Contract shall not be running for office or be an elected official of any Federal, State, or local government entity during the term of this Contract. Neither shall he or she be the spouse or immediate relative (as defined by Georgia statute) of anyone serving in a supervisory role regarding the administration of this Contract by the Contractor (i.e., County Family Connection Fiscal Agent).

PARA #111 CONTRACT MODIFICATION/ALTERATION:

(113A) 03/07/18

- A. No modification or alteration of this Contract, except for DHS's administrative changes to the Contract or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

PARA #112 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(114) 03/07/18

The Department reserves the right to suspend the Contract in whole or in part in the event that the Department in its sole discretion initiates an investigation into the performance and delivery of services by Contractor or in good faith determines that there is a likelihood that the Contractor is failing to comply with the quality of services or the specific completion schedule of its duties under the Contract and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement in the programmatic performance or service delivery.

PARA #113 TERMINATION:

(115) 03/07/18

- A. **DUE TO NON-AVAILABILITY OF FUNDS:** Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. **DUE TO DEFAULT OR FOR CAUSE:** This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.
- C. **FOR CONVENIENCE:** This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.

- D. **IMMEDIATE TERMINATION:** Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:
- (1) Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
 - (2) Contractor or any Subcontractor violates or fails to comply with any applicable provision of Federal or State law or regulation.
 - (3) Contractor or any Subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
 - (4) Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
 - (5) A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any State insolvency law.
 - (6) An assignment is made by the Contractor for the benefit of creditors.
 - (7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
 - (8) The Department deems that such termination is necessary if the Contractor or any Subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 - (9) Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
 - (10) Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or State and Federal laws.

PARA #114 COOPERATION IN TRANSITION OF SERVICES:

(116) 01/01/15

Contractor agrees upon termination of this Contract, in whole or in part, for any reason that it will cooperate as requested by the Department to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the Department. This will include, but not be limited to, the transfer of the consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the Department. Contractor further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this Contract shall be transferred by the Contractor to the Department immediately and shall become the property of the Department. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the Department.

PARA #115 FORCE MAJEURE:

(117) 01/06/16

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

PARA #116 ACCESS TO RECORDS AND INVESTIGATION:

(118) 04/01/13

- A. The State and Federal government and the Department shall have access to all pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and Subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and Subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of the Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of the Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.
- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any Subcontractor for compliance with the provisions of this Contract and all applicable Federal and State laws and regulations, with or without notice,

at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of services authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.

- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of DOAS, the Georgia State Auditor or other authorized Federal or State agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP, or this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized Federal or State agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

PARA #117 COLLECTION OF AUDIT EXCEPTIONS:

(119A) 03/07/18

The Contractor agrees that the Department may withhold net payments equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Department for the total exception by certified funds.

PARA #118 DEPARTMENT APPROVAL OF SUBCONTRACTS:

(120A) 03/07/18

The decision to subcontract for services called for in this contract requires no prior approval by the Department. However, the Department requires that any subcontract for services specified in this contract should be written and a copy made available for review upon request by the Department. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this contract. The Contractor will ensure that the subcontractor abides by all provisions of the contract and regulations applicable to subcontractors. The Contractor agrees to reimburse the Department for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor. All contracts with subcontractors must provide for the Department's access to client records. All subcontractors are subject to the Department's criminal history requirement.

PARA #119 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

(121) 03/07/18

- A. The Contractor agrees to maintain any required city, county and State business licenses and any other special licenses required, prior to and during the performance of this Contract.
- B. The Contractor is responsible to ensure that Subcontractors are appropriately licensed.
- C. The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by State or Federal laws. The Contractor agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Contract or State and Federal laws, that this Contract may be terminated immediately in whole or in part.

PARA #120 CONSULTANT/STUDY CONTRACT:

(122) 03/07/18

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #121 PUBLICITY:

(125) 01/01/15

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be

approved by the Department's Office of Communication. In addition, the Contractor shall not display the Department's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the of the Department.

PARA #122 DRUG-FREE WORKPLACE:

(127) 03/07/18

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
 - (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - (2) It will secure from any Subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3".
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made a false certification; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

PARA #123 PARTIES BOUND:

(128) 03/07/18

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

PARA #124 COOPERATION WITH OTHER CONTRACTORS:

(129) 03/07/18

In the event that the Department has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

PARA #125 CONTRACTOR ACCOUNTING REQUIREMENTS:

(130) 03/07/18

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the "records") to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor's accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the Contract shall be readily ascertainable there from.

PARA #126 TIME OF THE ESSENCE:

(131) 05/07/18

The Parties hereby agree that time is of the essence as it relates to the following:

- A. Any dates set forth in this Contract or any annex(es) attached hereto;
- B. The execution and completion of the services/deliverables as stated in the Annex attached and titled Scope of Services attached hereto and incorporated herein.

PARA #127 SEVERABILITY:

(133) 03/07/18

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #128 FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING: (134B) 03/07/08

- A. Pursuant to 31 U.S.C. § 1352, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, § 319 of Public Law 101-121, the Contractor agrees that:

- (1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) As a condition of receipt of any Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Contractor shall file with the Department a signed "Certification Regarding Lobbying," attached hereto as an Annex.
- (3) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department.
- (4) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by Contractor under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

B. Contractor further agrees that in accordance with the Federal appropriations act:

- (1) No part of any Federal funds contained in this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.
- (2) No part of any Federal funds contained in this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

C. Contractor further agrees that no part of State funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

D. Penalties:

- (1) Any Contractor who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.
- (2) The Contractor shall require that the prohibitions and requirements of this paragraph be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

PARA #129 CRIMINAL HISTORY INVESTIGATIONS:

(135C) 03/10/22

A. The Contractor agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this Contract, applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of § 49-2-14 of the Official Code of Georgia, Annotated (O.C.G.A.). New staff/sub-contractors must have a successful criminal history fingerprint background check prior to service provision. Existing staff must have a successful criminal history fingerprint background check every five (5) years from the initial criminal background check. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology. Contractor must register with the Georgia Applicant Processing Services (GAPS) at www.aps.gemalto.com/ga/index.htm and follow the instructions provided at that website.

- B. Pursuant to O.C.G.A § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.
- C. The Contractor further agrees to complete a criminal history report including fingerprint record checks of all Foster Parents, residential and group home staff from the National Crime Information Center (NCIC) and the Georgia Crime Information Center (GCIC). The Contractor must obtain satisfactory results of criminal history report before the placement of a child. If the Contractor's Foster Parent fails to successfully pass the criminal history check, such individual will not be qualified to perform any services under this contract. Further, Contractor agrees that if a child is placed in a foster home with Foster Parents for whom the Contractor has not received a satisfactory criminal history report, the Contractor will repay all amounts paid to the Contractor for the Room, Board and Watchful Oversight of the child during any such period when the Contractor had not received a satisfactory criminal history report for the foster parents and the Department may, in its discretion, withhold payments owed to the Contractor under this or any other Contract to recoup the amount paid to the Contractor during such period.
- D. Any adult (age 18 and over) residing permanently or temporarily in the home and having access to children must inform the approving agency of any criminal indictments or convictions. A criminal history check including GCIC and NCIC finger printing must be performed and the outcomes documented. Repeat criminal history check, including fingerprinting, is required at least every (5) years at the time of the Annual Re-evaluation for all current foster parents and adults (age 18 and over) residing in the home.
- E. Provisions of this paragraph of the Contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning, or to personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

PARA #130 AIDS POLICY:

(136) 03/07/18

- A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #131 DEBARMENT:

(137) 03/07/18

In accordance with Executive Order 12549, Debarment and Suspension, as implemented at 2 CFR Part 180, 2 CFR Part 376, and 45 CFR § 75.213, Contractor certifies by signing the Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transaction that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #132 NON-SMOKING POLICY FOR CHILDREN'S SERVICES:

(138) 03/07/18

The Contractor agrees to comply with the Pro-Children Act of 1994, Public Law 103-227 (codified at 20 U.S.C. §§ 6081-6084), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the Contractor and used routinely or regularly for the provision of health care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the Contractor.

PARA #133 ASSIGNMENT AND MERGER:

(139) 03/07/18

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of DHS. In case of a merger between Contractor and another entity, Contractor must notify DHS immediately. DHS shall have the right to request that the resulting entity provide sufficient proof of its ability to fulfill and be bound by the terms of the contract and its willingness to do so. DHS in its sole discretion shall have the right to continue the contract with the resulting entity or terminate the contract. If DHS elects to continue the contract, the contract will be amended to reflect the same. No modification of this Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

PARA #134 FUNDING:

(140) 01/06/16

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the Department, as an agency of the State of Georgia, is prohibited from pledging the state's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of the Department as of that moment. The Department shall remain obligated to pay for Services performed and accepted by the Department prior to such termination. The determination of the Department of the events stated above shall be conclusive.

SECTION II SPECIAL TERMS AND CONDITIONS:

SECTION IIA

PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:

(201) 04/01/13

WITNESSETH:

The Department has a need for and desires improvement in the lives of Georgia's children and families through community-based collaboration and planning by the provision of services in a more focused and family-centered environment which positively impacts on child health, child development, academic achievement, family functioning and economic capacity. The Contractor has represented to the Department its desire to continue participation in implementation planning and integrated service delivery to accomplish the above collaboration.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

A. The Contractor agrees:

1. That the proposal, approved by the Department, is by reference made a part of this Contract, and is attached hereto in annex titled Plan Summary.
2. To deliver services at sites as described in annex titled Plan Summary.
3. To provide Family Connection activities for and services to children and their families in order to:

- Improve family functioning, including family stability and reduce incidence of child abuse.
- Improve family economic capacity, including job training and employment, housing, and community economic development.
- Improve child health, including birth results, reduce incidence of preventable diseases and disabilities, and improve physical and mental health status
- Improve child health/development, including prevalence of achieving normal milestones in cognitive, emotional and social development.
- Improve school performance, including entry into school with requisite skills, reduced need for remediation services, and increase attendance and grade progression.

4. To submit quarterly expenditure and programmatic/narrative reports as detailed on in annexes titled Quarterly Expenditure Report and Quarterly Narrative Report.

AND

B. The Department will:

1. Provide technical assistance and training to implement and continue a comprehensive, community-based and family-driven

service delivery strategy designed to improve the well-being of children and families in community neighborhoods through on-site assistance, and regional and statewide training.

2. Provide state level administrative and specialized assistance support for Family Connection implementation.
3. Identify policy barriers and implement system changes needed to support local Family Connection implementation.
3. Ensure facilitators are available to assist Family Connection collaboratives.

PARA #202 PROPERTY MANAGEMENT REQUIREMENTS:

(202B) 03/07/18

- A. The Contractor agrees to maintain detailed property records on all equipment (non-expendable personal property) purchased in total, or in part, with funds received from the Department during the term of this Contract. Property records shall be maintained accurately and shall include:
- (1) A description of the property;
 - (2) Manufacturer's serial number, model number, national stock number, or other identification number;
 - (3) Source of the property including Federal program name;
 - (4) Acquisition date (or date received, if the property was furnished by the Department) and cost;
 - (5) Percentage (at the end of the budget year) of Federal participation in the cost of the project or program for which the property was acquired;
 - (6) Location, use, and condition of the property and the date the information was reported;
 - (7) Unit acquisition cost;
 - (8) Property decal number;
 - (9) Ultimate disposition data, including date of disposal, sales price, and method used to determine current fair market value. Disposition must have prior Departmental written approval.
 - (10) A physical inventory of property shall be taken and the results reconciled with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the accounting records shall be investigated to determine the causes of the difference. The Contractor shall, in connection with the inventory, verify the existence, current utilization, and continued need for the property. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented. The Contractor shall promptly notify the Department.
- B. Adequate maintenance procedures shall be implemented to keep the property in good condition.
- C. Upon termination of any service program included in this Contract, or in the event that Contract is terminated prior to expiration or is not renewed, Contractor agrees to properly dispose of all State property as follows:
- (1) Prepare the Property Transfer form listing all State equipment in the Contractor's possession and send this form to the Department (Division property coordinator or other Division designee, i.e., Regional Coordinator) for final disposal determination.
 - (2) Upon notification by the OFSS Asset Management Unit, the Contractor agrees to transport the State property to the designated State surplus facility. Expenses incurred by the Contractor in transporting this equipment may be charged to the terminated Contract.
- The Division Property Coordinator will confirm, by written notification to OFSS, that all surplus property listed on the completed Property form has received proper disposition.
- D. The Contractor agrees that this equipment cannot be transferred or otherwise disposed of without written Departmental approval.
- E. Should the Contractor elect to maintain property records on State property system, the Contractor agrees to follow procedures outlined in the DHS Property Management Manual.

SECTION III:

SECTION III

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:

(301C) 3/10/16

The total approved budget for this Contract is \$52,500.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed \$52,500.00.

PARA #302 CONTRACT BUDGET ANNEX:

(302) 3/07/18

- A. The budget attached to this contract in the annex titled Quarterly Expenditure Report and is made a part of this Contract.
- B. The Contractor agrees that the Department will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this Contract.
- C. Any fee or program income generated as a result of this Contract activity shall be expended in compliance with the reference indicated below by the (X):

<input type="checkbox"/> Deduction Alternative	<input checked="" type="checkbox"/> Additional Cost Alternative
<input type="checkbox"/> Cost Sharing or Matching Alternative	<input type="checkbox"/> No Fee or Program Income Authorized

PARA #303 BUDGET LIMITATION:

(303A) 3/10/16

- A. The budget total may not be exceeded. However, a plus or minus deviation of 20% within budget line items is authorized.
- B. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted and approved by the Department in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds.

PARA #304 PROGRAMMATIC REPORT:

(304) 4/01/16

The Contractor agrees to submit a quarterly programmatic/performance statistical report no later than the 15th working day after the end of each quarter during the term of this Contract. The report form to be used is attached to this Contract in the annex titled Quarterly Narrative Report. Additionally, the Contractor agrees to submit a quarterly subcontractor report no later than the 15th working day after the end of each quarter during the term of this Contract. The report form to be used is attached to this Contract in the annex titled Quarterly Sub-Contractor Report.

PARA #305 EXPENDITURE REPORT SUBMISSION:

(305A) 3/10/16

The Contractor agrees to submit a quarterly expenditure report no later than the 15th working day following the end of each quarter. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than 45 days following this Contract termination date. Any reimbursement request submitted after said 45 days will not be paid by the Department. The report form to be used is attached to this Contract in annex titled Quarterly Expenditure Report.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS

SECTION IV

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:

(401) 03/07/18

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable federal or state laws or requirements.

- A. The applicable provision concerning Contractor's compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:

It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto in the annex titled Business Associate Agreement, which the Contractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment.

However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.

- B. COMPLIANCE WITH SECURITY MANAGEMENT PROCESS: The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).
- C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.
- D. COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION: The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.
- E. COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS: Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.
- Contractor certifies by signing and providing the sworn affidavit in the annex titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. §. 13-10-90 *et seq.*, and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the annex titled Security and Immigration Affidavits at the initiation of and throughout the Contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.
- F. ADVANCE FEDERAL AGENCY APPROVAL OF COST: It is agreed that it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance federal agency approval. It shall be the responsibility of the Department to acquire written federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that federal agency approval has been granted. Department contract budget approval does not constitute previous federal agency and/or Department approval of costs requiring advance federal/state agency approval.
- G. The federal cost principle for determining allowable costs for this Contract is 48 CFR Part 31.2 for contracts with commercial organizations.
- H. Fair Labor Standards Act of 1938, as amended.
- I. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS: (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- J. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402B) 03/07/18

Contractors that expend \$750,000.00 or more in **Federal funds** during their accounting year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending \$750,000 in Federal Funds and/or more than \$100,000 in **State funds** during their accounting year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending at least \$25,000 but less than \$100,000 in **Federal/State funds** during their accounting year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractor further agrees to submit one (1) copy of the required audit or financial statements within one hundred eighty (180) days after the close of the Contractor's accounting year to the:

Director, Internal Audits
DHS Office of the Inspector General
47 Trinity Avenue, SW, 2nd Floor
Atlanta, Georgia 30334
Or email to dhs.financialreviews@dhs.ga.gov

Contractor understands that according to the provisions of this Contract and as described in the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions, failure to comply with the above audit and financial reporting requirements could be cause for DHS to suspend payments, to terminate this Contract, to require a refund of all monies received under this Contract and to prohibit the Contractor from receiving funds from any state organization for a period of twelve (12) months from the date of notification by DHS or the Georgia Department of Audits and Accounts

PARA #403 CRITICAL INCIDENT REPORTING ("CIR"):

(403) 03/07/18

Contractor has the responsibility for ensuring the health and safety of Departmental clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the Contractor shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all subcontractors employed by the Contractor to provide services pursuant to this Contract.

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.
- C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.
- D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The Department will determine whether the Contractor's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:
 - (1) Whether or not client's health, safety and welfare are adequately protected;
 - (2) That the response to the situation and event was reasonable and appropriate;
 - (3) That the Contractor's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 - (4) That Contractor and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract
- G. Each Contractor shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor's or the Department's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

PARA #404 ENTIRE UNDERSTANDING:

(404) 03/07/18

This Contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

SECTION V:

PARA #501 CONTRACT ANNEX INCLUSION:

(501) 03/10/16

This Contract includes annexes as listed below, which are hereto attached:

- Annex A - Part 1 Contract Cover Page
- Annex A - Part 2 Fiscal Agent Designation and Acceptance Form
- Annex A - Part 3 Plan Summary for FY 2024
- Annex A - Part 4 FY 2024 Budget Proposal
- Annex B - Part 1 Contract Budget and Cumulative Expenditure Report FY 2024
- Annex B - Part 2 Quarterly Subcontractor Report
- Annex C - Part 1 Family Connection Quarterly Narrative Report
- Annex C - Part 2 Status Report FY 2024 Plan of Action
- Annex D Business Associate Agreement
- Annex E Security and Immigration Compliance
- Annex F Notice Concerning Critical Incident Reporting

SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND


Candler County Board of Commissioners

CONTRACTS WITH COUNTIES

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

I, the undersigned Commissioner of Candler County, certify that this contract is entered in Book No. ____, Page No. ____, of the official minutes of the Commission of Candler County.

CONTRACTOR EXECUTION:


Signature

June 5, 2023

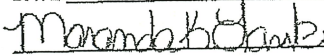
***Date signed by Contractor

Glyn Thrift

*Typed name of individual signing

Chairman, Commission of
Candler County

DATE: June 5, 2023


Signature

Maranda K. Lank

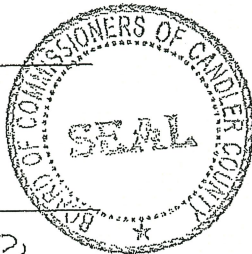
Typed name of individual signing

County Clerk

**Title

*Must be Chairman or sole Commissioner.

**Must be Clerk of Commission.



DEPARTMENTAL EXECUTION:

Department of Human Services



Matthew Krull
Deputy Chief of Staff

Jul 14, 2023

Date signed by the Department

**Family Connection
CONTRACT COVER PAGE**

**FY 2024 Annual Plan
(July 01, 2023 - June 30, 2024)**

County: Candler

Region: Region 9

Name of Collaborative: Candler County Family Connection Inc.

Coordinator or Contact Person:	Collaborative Chairperson:
Name: Lisa Rigdon	Name: Dennis Allen
Title: Executive Director	Title: County President
Mailing Address: PO Box 66	Mailing Address: Queensborough National Bank P O BOX 66
City: Metter 9 digit zip: 30439-0066	City: Metter 9 digit zip: 30439-9712
Street Address (if different): 20 NW Broad St	Street Address (if different): 20 NW Broad St
City: Metter 9 digit zip: 30439-3615	City: Metter 9 digit zip: 30439-0000
Phone: (912) 362-0198	Phone: (912) 685-4000
Fax:	Fax: 9126854688
Email: lrigdon03@gmail.com	Email: dallen@qnbtrust.com

Candler County Board of Commissioners

Legal Name of Fiscal Agent Entity

58-6000793
Federal Identification Number of Fiscal Agent
(Required)

June 30
Fiscal Agent's Fiscal Year End
Month & Day

\$52500

Fiscal Agent Information	County: Candler
<p>The Candler County Board of Commissioners agrees to serve as the fiscal agent for Candler County Family Connection Inc. for the period of July 01, 2023 - June 30, 2024.</p> <p>The fiscal agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made, and 5) agree the local Family Connection collaborative board is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the fiscal agent's own policies and procedures.</p> <p>Reports are to be submitted to: Contract Manager Family Connection Partnership 235 Peachtree Street, Suite 1600 Atlanta, GA 30303-1422</p>	

	Fiscal Agent Information
<p>THIS PAGE IS PROVIDED FOR INFORMATIONAL USE ONLY.</p>	<p>Fiscal Agent's Fiscal Year End: Month: <u>June</u> Day: <u>30</u></p> <p>Fiscal Agent's FEI#: 58-6000793</p> <p>Legal Name of Fiscal Agent Entity: <u>Candler County Board of Commissioners</u></p> <p>Street Address (cannot be a P.O. Box): <u>1075 E Hiawatha St.,</u></p> <p>City, State, 9 digit zip code: <u>Metter, GA, 30439-0046</u></p> <p>Telephone: 912-685-2835 Fax:</p> <p>Fiscal Agent Contact Person: Name: <u>Bryan Aasheim</u> Title: <u>County Manager</u></p> <p>Telephone: 912-685-2835 Fax: Email: <u>baasheim@candlerco-ga.gov</u></p> <p>Mailing Address if different from street address: <u>1075 E Hiawatha St.,</u> <u>Metter, GA, 30439-0046</u></p>
	<p>Person authorized to sign for Fiscal Agent: Name: <u>Bryan Aasheim</u> Title: <u>County Manager</u></p> <p>Contract will be emailed to: Name: <u>Bryan Aasheim</u> Email: <u>baasheim@candlerco-ga.gov</u></p>

**Family Connection
PLAN SUMMARY for FY 2024**

County: Candler

I. Core Collaborative Functions

The Candler County Family Connection Inc. collaborative agrees to facilitate the development and implementation of a plan to improve conditions for children and families; exercise fiscal responsibility; convene collaborative partners; collect and share data on the well-being of children and families in the above referenced county.

II. Results for Children and Families
Goal: Improved conditions for children and families in Candler County
Outcome: Improved School Success
Indicator
Centers and family child care homes rated in Quality Rated [CR8]
Children, ages 3 to 4, not attending preschool [CR6]
3rd grade students achieving Developing Learner or above on Milestones ELA assessment [CS8a]
3rd grade students achieving Proficient Learner or above on Milestones ELA assessment [CS8b]
Strategy: Candler County Family Connection will collaborate with federal, state, and local partners, along with families and students to overcome barriers that hinder students from being successful in school.

Budget Proposal FY24

County: Candler

Expense Type	Family Connection Budget Allocation	Description of Expenses		
Personal Services	\$0	Position Title		Cost
Regular Operating	\$0	List of expenses		Total Cost \$0.00
Travel	\$0	List of expenses		Total Cost \$0.00
Equipment	\$0	Equipment		Cost
Per Diem, Fees & Contracts	\$52500	Legal Name of Contractor	Description of Services/Deliverables	Cost
		Lisa Brown Rigdon	Planning, evaluation, and facilitation for collaborative	\$52,500.00
Tele-communications	\$0	List of expenses		Total Cost \$0.00
Other	\$0	List of expenses		Total Cost \$0.00
TOTAL	\$52500			


Quarterly Expenditure Report FY24

County: Candler	Contract #:
Fiscal Agent: Candler County Board of Commissioners	Quarter #:

Sign and date report, and submit any other required quarterly reports. Reimbursement for quarterly expenditures will be delayed until all required reports are received.

EXPENSE TYPE	Family Connection Approved Budget	Expenditures for reimbursement for Quarter # ____	Prior Cumulative Expenditures	Total Year to Date Expenditures	Budget Remainder
Personal Services	0				
Regular Operating	0				
Travel (staff)	0				
Equipment	0				
Per Diem, Fees & Contracts	52500				
Telecommunications	0				
Other:	0				
TOTAL	\$52,500				

We, the undersigned, certify that the expenditures reported have been made for program accomplishments within the approved budgeted items.



 Fiscal Agent Signature

 Collaborative Chairperson Signature

Glyn Thrift

Print Name

 Print Name

Date: June 5, 2023

Date: _____

For Office Use Only:	
Date Received at Georgia Family Connection Partnership _____	Initials _____

Quarterly Subcontractor Report FY24

County: Candler	Contract #:
Fiscal Agent: Candler County Board of Commissioners	Quarter #:

- Fiscal agents are required to complete this form if the above referenced contract has dollars budgeted under Per Diem, Fees and Contracts.
- The name, service, and amount of each subcontractor/vendor under the Family Connection contract must be listed in the table below.
- This form must be completed, signed by fiscal agent and attached to each Quarterly Expenditure Report (Annex B Part 1).
- Reimbursement for quarterly expenditures will be delayed if this form is not completed and attached to each Quarterly Expenditure Report (Annex B Part 1).

Name of Contractor and Service Provided	Total Subcontract Amount For The Year	Amount Expended this Quarter	Small/Minority Business Yes/No
Total Amount Expended this Quarter for all subcontractors/vendors <i>(Note: This amount should equal the requested reimbursement amount in Per Diem Fees & Contracts on Annex B-1)</i>			

[Note to SS: Name of Contractor, service provided, and total subcontractor amount for the year are pulled from the approved budget. Amount expended this quarter and small/minority business are entered quarterly.]



 Fiscal Agent Signature

Glyn Thrift

 Print Name

Date: June 5, 2023

For Office Use Only: Date Received at Georgia Family Connection Partnership _____ Initials _____
--

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

Quarterly Narrative Report FY24

County: Candler	Contract #:
Fiscal Agent: Candler County Board of Commissioners	Quarter #:
	Date:

Strategy Implementation
Strategy 1
Strategy 2
Strategy 3
Strategy 4
Strategy 5

Collaborative Chairperson Signature

Collaborative Coordinator Signature

Print Name

Print Name

Date: _____

Date: _____

For Office Use Only:

Date Received at Georgia Family Connection Partnership _____ Initials _____

**Family Connection
Status Report
FY 2024 Plan of Action (if Required)**

County: Candler	Contract #:
Fiscal Agent: Candler County Board of Commissioners	Quarter #:
	Date:

This is to verify that the development of the FY 2024 Plan of Action for the above referenced county has been completed as required.

Signature, Community Support Team Leader

Date

Attach this Status Report to the Quarterly Report.

For Office Use Only:	
Date Received at Family Connection Partnership	Initials

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement" is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and **Candler County Board of Commissioners** (hereinafter referred to as "Contractor") as an annex to **Contract No. 42700-93-202400115** between DHS and Contractor (hereinafter referred to as "Contract"). The effective date of this Agreement shall be the date the Contract is executed by Contractor.

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), Public Law 111-5, and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.
 - C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).
3. Contractor warrants that only individuals designated by title or name on Annex D-1 and Annex D-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.

4. Contractor warrants that the individuals listed by title on Annex D-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Annex D-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Annex D-1 are impermissible.
5. Contractor warrants that the individuals listed by name on Annex D-2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Annex D-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Annex D-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DHS:

Jamila Coleman
DHS HIPAA Privacy Officer
Office of General Counsel
privacy@dhs.ga.gov
404-463-0363

Shirlan C. Johnson
DHS Chief Information Security Officer
shirlan.johnson@dhs.ga.gov
404-655-8371

- B. At Contractor: Bryan Aasheim
Candler County Board of Commissioners
County Manager
baasheim@candlerco-ga.gov
912-685-2835

8. Contractor agrees that it will:

- A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.

- B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Annex D-1 and Annex D-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- E. Upon DHS's reasonable request, but, no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
- F. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- G. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.
- H. Except for "Non-Reportable Incidents," report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:
 - i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;
 - ii. the inadvertent disclosure of PHI from a person designated in Annex D-1 or Annex D-2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Annex D-1 or Annex D-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I. Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

- i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
- ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
- iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
- iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
- v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
- vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS within five (5) business days of DHS's request for proof of implementation.

- J.** Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

- K.** Upon DHS's reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.

- L.** Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M.** If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.

- N.** Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 C.F.R. §164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
- O.** In order to meet the requirements under 45 C.F.R. § 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
- P.** Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q.** Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or

regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to DHS upon request.

- R. In addition to any indemnification provisions in the Contract, indemnify DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.
- S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. **DHS agrees that it will:**

- A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The **Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

- A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:
 - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;
 - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or

- iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.


B. Effect of Termination.

- i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain instructions from DHS for either the return or destruction of the PHI.
 - ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
 - iii. This Effect of Termination section survives the termination of the Agreement.
- 11. Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.
- 12. No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

(Signatures on next page)

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

Candler County Board of Commissioners

BY: 
SIGNATURE
Glyn Thrift

June 5, 2023
DATE

Chairman
TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

ANNEX D-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract. **If this is not applicable please mark the first line below with N/A:**

- _____
- _____
- _____
- _____
- _____

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through "secure tunnel" approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Annex D-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Annex D-1 as needed and provide the updated form to DHS Project Leader Contact.

ANNEX D-2

Part 1:

Please initial beside the correct option. Please select only one option.

Contractor **DOES NOT** need any user accounts to access DHS Information Systems.
Do not complete Part 2 of this form.

Contractor **DOES** need user accounts to access DHS Information Systems. Please
complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor **DOES** need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of Access (Read only? Write?)

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinators privacy@dhs.ga.gov and shirlan.johnson@dhs.ga.gov immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Annex D-2 as needed and provide the updated form to DHS Project Leader Contact.

SECURITY AND IMMIGRATION COMPLIANCE

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

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

55920 (This is a 4, 5, or 6 digit number, also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

Septembr 27, 2007
Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Candler County Board of Commissioners
Name of Contractor (Legal Name of Contractor, not an abbreviated version)

Candler County Family Connections Services
Name of Project (or Service Provided, such as "DFCS Client Services")

Department of Human Services
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on June 5, 2023 in Candler (city), Georgia (state).

[Signature]
Signature of Authorized Officer or Agent

Bryan Aasheim, County Admnistrator
Printed Name and Title of Authorized Officer or Agent

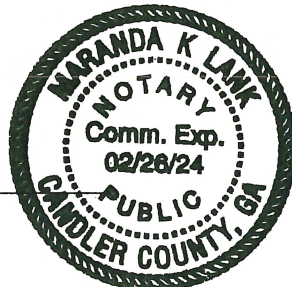
SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 5 DAY OF June, 2023.

[Signature]
NOTARY PUBLIC

My Commission Expires:

02/26/2024

Clarified Version 1/5/2015-agb



Brian P. Kemp
Governor



Candice L. Broce
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

Department of Human Services
Notice Concerning Critical Incident Reporting

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

Via web: <http://dhs.georgia.gov>, Navigate to “Divisions & Offices”,
scroll to “Office of Inspector General” and click “online form”.

Address: 47 Trinity Avenue, SW, 2nd Floor
Atlanta, GA 30334

Exhibit H

**INDIGENT DEFENSE MEMORANDUM OF
AGREEMENT IN LIEU OF STANDARD
CONTRACT**

IT IS AGREED AS FOLLOWS:

ADDITIONAL PERSONNEL

Additional personnel. The Counties agree to pay to the Public Defender Office the amount provided in Attachment A for the additional personnel listed in Attachment A. The Counties agree to the terms for payment provided in Attachment A. The amount to be paid includes a 5% administrative service fee. The additional personnel employed by the Public Defender Office pursuant to this Section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all benefits of such appointed state employees as provided by law. The additional personnel employed by the Public Defender Office pursuant to this Section serve at the pleasure of the Circuit Public Defender of the Middle Judicial Circuit.

OFFICE EXPENSES

Office expenses. The Counties agree to pay their pro rata share of the budget provided in Attachment B, which is the budget for appropriate offices, utilities, telephone expenses, materials and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The Counties agree to the terms for payment provided in Attachment B.

SALARY SUPPLEMENTS

Salary supplements. The Counties agree to pay the salary supplements, if applicable.

TERM

Term. The term of this agreement is 12 months beginning July 1, 2023 and ending June 30, 2024.

COOPERATION

Cooperation. The Public Defender Office and the Counties collectively and individually acknowledge that this agreement may need to be revised periodically to address new or unforeseen matters. Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

TERMINATION

Termination. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the party at least 30 days prior to the effective date of cancellation or termination. After termination of this agreement pursuant to this Section, the Public Defender Office and the Counties agree to comply with the provisions in the following paragraph.

COOPERATION IN TRANSITION OF SERVICES

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

ADVANCE OF FUNDS

Advance of Funds. The counties acknowledge that they are required to pay the salaries and expenses provided in this agreement in advance. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this agreement may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement. The parties agree that advances of funds cannot remain outstanding following agreement expiration and will be reclaimed. The parties agree that upon termination of this agreement all unexpended and unobligated county funds held by the parties revert Counties. The parties agree to reconcile expenditures against advance of funds within 30 days of termination of this agreement.

This the 6 day of June, 2023.

ATTEST:

Chara J. Frank

CANDLER COUNTY

[Signature]
By: Bryan Asheim, Administrator

This the 6 day of June, 2023.

ATTEST:

EMANUEL COUNTY

By: _____
L. Guy Singletary, Administrator

This the ___ day of _____, 2023.

ATTEST:

JEFFERSON COUNTY

By: _____
Jerry Coalson, Administrator

This the ___ day of _____, 2023.

ATTEST:

TOOMBS COUNTY

By: _____
John Jones, Administrator

This the ___ day of _____, 2023.

ATTEST:

WASHINGTON COUNTY

By: _____
Dustin Peebles, Administrator

ATTEST:

GEORGIA PUBLIC DEFENDER COUNCIL

By: _____
Omotoya Alli, Executive Director

This the ___ day of _____, 2023.

ATTEST:

CANDLER COUNTY

By: _____
Bryan Aasheim, Administrator

This the ___ day of _____, 2023.

ATTEST:

EMANUEL COUNTY

By: _____
L. Guy Singletary, Administrator

This the 13 day of June, 2023.

ATTEST:

Donna Wells

JEFFERSON COUNTY

By: _____
Jerry Coalson, Administrator

This the 13th day of June, 2023.

ATTEST:

TOOMBS COUNTY

By: _____
John Jones, Administrator

This the ___ day of _____, 2023.

ATTEST:

WASHINGTON COUNTY

By: _____
Dustin Peebles, Administrator

ATTEST:

GEORGIA PUBLIC DEFENDER COUNCIL

By: _____
Omotoya Allil, Executive Director

This the ____ day of _____, 2023.

ATTEST:

CANDLER COUNTY

By: _____
Bryan Aasheim, Administrator

This the 25 day of May, 2023.

ATTEST:

[Signature]

EMANUEL COUNTY

By: [Signature]
L. Guy Singletary, Administrator

This the ____ day of _____, 2023.

ATTEST:

JEFFERSON COUNTY

By: _____
Jerry Coalson, Administrator

This the 30th day of May, 2023.

ATTEST:

[Signature]

TOOMBS COUNTY

By: [Signature]
John Jones, Administrator

This the 26th day of May, 2023.

ATTEST:

[Signature]

WASHINGTON COUNTY

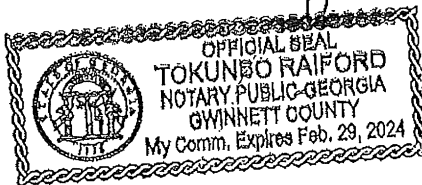
By: [Signature]
Dustin Peebles, Administrator

ATTEST:

[Signature]

GEORGIA PUBLIC DEFENDER COUNCIL

By: [Signature]
Omotoba Alli, Executive Director
OMO 71710



ATTACHMENT "A"

July 1, 2023 – June 30, 2024

The Counties agree to pay the Public Defender Office **\$601,995.38** in 12 monthly installments. Installments are due to the Georgia Public Defender Council (GPDC) on the 15th of the preceding month beginning on June 15, 2023. Invoices will be sent to the following addresses:

Candler County Commissioners
1075 E. Hiawatha Street, Suite A
Metter, Georgia 30439

Emanuel County Board of Commissioners
Post Office Box 787
Swainsboro, Georgia 30401

Jefferson County Board of Commissioners
Post Office Box 658
Louisville, GA 30434-0658

Toombs County Board of Commissioners
Post Office Box 112
Lyons, Georgia 30436

Washington County Board of Commissioners
Post Office Box 271
Sandersville, Georgia 31082

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

GPDC
270 Washington Street
Suite 6079
Atlanta, Georgia 30334

Definition. For the purposes of this agreement and this attachment the term "additional services" means services provided by the Public Defender Office in addition to those services that the Public Defender Office is required by law to provide.

Additional Services. The Public Defender Office agrees to provide and the County agrees to pay for the additional services described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes 5% administrative fee. Any additional personnel employed by the Public Defender Office pursuant to this attachment are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

Compliance with Standards. Subject to the availability of resources, the Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. In the event the Public Defender Office's caseload reaches a size that prevents the Public Defender Office from providing the additional services in a manner

which meets the standards adopted by the Georgia Public Defender Council, the Public Defender Office may give the County 30 days written notice of its intent to suspend taking new additional services cases pursuant to this attachment. The provisions regarding the cooperation in transition of services shall apply during the period of the suspension. The Public Defender Office shall give the County 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5th calendar day after the County receives notice from the Public Defender Office of its intent to lift the suspension, the County may elect to terminate its obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties obligation under this attachment immediately terminate subject to the provisions of the cooperation in transition of services.

Additional Services. The Public Defender Office agrees to provide the Counties legal representation as described below:

Representation of parents in child deprivation cases brought by the State of Georgia against said parents in the Juvenile Courts of Candler, Emanuel, Jefferson, Toombs and Washington Counties. These Counties remain responsible for conflict of interest cases arising from these courts.

MIDDLE CIRCUIT PUBLIC DEFENDER OFFICE
July 1, 2023 - June 30, 2024

STATE FUNDED - Public Defender and Assistants									
Name	#	Salaries	FICA 7.65% of Salary	Retirement 34.47% of Salary	Health Insurance 29.454% of Salary	Unemployment \$31 per Position	Total		
Chief Public Defender (Payne)	1	\$ 127,473.12	\$ 9,751.69	\$ 43,939.98	\$ 37,545.93	\$ 31.00	\$ 218,741.73		
APD (Karrh)	1	\$ 80,000.00	\$ 6,120.00	\$ 27,576.00	\$ 23,563.20	\$ 31.00	\$ 137,290.20		
APD (Tippett)	1	\$ 80,000.00	\$ 6,120.00	\$ 27,576.00	\$ 23,563.20	\$ 31.00	\$ 137,290.20		
Supplement (Karrh)	0	\$ 20,000.00	\$ 1,530.00	\$ 6,894.00	\$ 5,890.80	-	\$ 34,314.80		
Supplement (Tippett)	0	\$ 20,000.00	\$ 1,530.00	\$ 6,894.00	\$ 5,890.80	-	\$ 34,314.80		
TOTAL:	3	\$ 327,473.12	\$ 25,051.69	\$ 112,879.98	\$ 96,453.93	\$ 93.00	\$ 561,951.73		

STATE FUNDED - Public Defender Administrative									
Name	#	Salaries	FICA 7.65% of Salary	Retirement 34.47% of Salary	Health Insurance 29.454% of Salary	Unemployment \$31 per Position	Total		
Investigator (Fagler)	1	\$ 56,500.00	\$ 4,322.25	\$ 19,475.55	\$ 16,641.51	\$ 31.00	\$ 96,970.31		
Administrative Staff (Corley)	1	\$ 63,680.64	\$ 4,871.57	\$ 21,950.72	\$ 18,756.50	\$ 31.00	\$ 109,290.42		
Administrative Staff (Shepard)	1	\$ 38,425.44	\$ 2,939.55	\$ 13,245.25	\$ 11,317.83	\$ 31.00	\$ 65,959.06		
TOTAL:	3	\$ 158,606.08	\$ 12,133.37	\$ 54,671.52	\$ 46,715.83	\$ 93.00	\$ 272,219.80		

COUNTY FUNDED - Public Defender and Assistants									
Name	#	Salaries	FICA 7.65% of Salary	Retirement 34.47% of Salary	Health Insurance 29.454% of Salary	Unemployment \$31 per Position	Total		
APD (Prince)	1	\$ 65,000.00	\$ 4,972.50	\$ 22,405.50	\$ 19,145.10	\$ 31.00	\$ 111,554.10		
APD (Nelson)	1	\$ 85,200.00	\$ -	\$ -	\$ -	\$ -	\$ 85,200.00		
TOTAL:	2	\$ 150,200.00	\$ 4,972.50	\$ 22,405.50	\$ 19,145.10	\$ 31.00	\$ 196,754.10		

COUNTY FUNDED - Public Defender Administrative									
Name	#	Salaries	FICA 7.65% of Salary	Retirement 34.47% of Salary	Health Insurance 29.454% of Salary	Unemployment \$31 per Position	Total		
Investigator (Coxwell)	1	\$ 56,000.00	\$ 4,284.00	\$ 19,303.20	\$ 16,494.24	\$ 31.00	\$ 96,112.44		
Investigator (Fagler)	1	\$ 6,500.00	\$ 497.25	\$ 2,240.55	\$ 1,914.51	\$ -	\$ 11,152.31		
Administrative Staff (Shepard)	1	\$ 5,000.00	\$ 382.50	\$ 1,723.50	\$ 1,472.70	\$ -	\$ 8,578.70		
Advocate (Shurling)	1	\$ 52,000.00	\$ 3,978.00	\$ 17,924.40	\$ 15,316.08	\$ 31.00	\$ 89,249.48		
Administrative Staff (New Position #1)	1	\$ 35,000.00	\$ 2,677.50	\$ 12,064.50	\$ 10,308.90	\$ 31.00	\$ 60,081.90		
TOTAL:	5	\$ 154,500.00	\$ 11,819.25	\$ 53,256.15	\$ 45,506.43	\$ 93.00	\$ 265,174.83		

MIDDLE CIRCUIT PUBLIC DEFENDER OFFICE
July 1, 2023 - June 30, 2024

COUNTY FUNDED - Office Expenditures			
		Per Month	Annual
Office Rent	*	\$ 1,100.00	\$ 13,200.00
Operational Expenses	*	\$ 7,350.00	\$ 88,200.00
Transcripts	*	\$ 833.33	\$ 10,000.00
TOTAL:		\$ 8,450.00	\$ 101,400.00

TOTAL EXPENDITURES			
		State Funded	County Funded
Public Defender and Assistants	*	\$ 561,951.73	\$ 196,754.10
Public Defender Administrative	*	\$ 272,219.80	\$ 265,174.83
5% Administrative Fee	*	-	\$ 23,096.45
Travel	*	\$ 15,000.00	-
Expert Witness	*	\$ 7,000.00	-
Office Expenditures	*	-	\$ 101,400.00
CPD Supplemental Pay	*	-	\$ 10,000.00
5% Administrative Fee	*	-	\$ 5,570.00
TOTAL:		\$ 856,171.53	\$ 601,995.38

BREAKDOWN BY COUNTY			
		Annual	Monthly
Candler	11.12%	\$ 66,941.89	\$ 5,578.49
Emanuel	22.84%	\$ 137,495.74	\$ 11,457.98
Jefferson	17.11%	\$ 103,001.41	\$ 8,583.45
Toombs	27.52%	\$ 165,669.13	\$ 13,805.76
Washington	21.41%	\$ 128,887.21	\$ 10,740.60
CIRCUIT WIDE TOTAL:	100.00%	\$ 601,995.38	\$ 50,166.28

BREAKDOWN BY COUNTY (Personnel)			
		Annual	Monthly
Candler	11.12%	\$ 53,934.82	\$ 4,494.57
Emanuel	22.84%	\$ 110,779.80	\$ 9,231.65
Jefferson	17.11%	\$ 82,987.84	\$ 6,915.65
Toombs	27.52%	\$ 133,478.98	\$ 11,123.25
Washington	21.41%	\$ 103,843.93	\$ 8,653.66
CIRCUIT WIDE TOTAL:	100.00%	\$ 485,025.38	\$ 40,418.78

BREAKDOWN BY COUNTY (Operating)			
		Annual	Monthly
Candler	11.12%	\$ 13,007.06	\$ 1,083.92
Emanuel	22.84%	\$ 26,715.95	\$ 2,226.33
Jefferson	17.11%	\$ 20,013.57	\$ 1,667.80
Toombs	27.52%	\$ 32,190.14	\$ 2,682.51
Washington	21.41%	\$ 25,043.28	\$ 2,086.94
CIRCUIT WIDE TOTAL:	100.00%	\$ 116,970.00	\$ 9,747.50

INVOICE



PLEASE MAKE CHECK PAYABLE TO THE ACCG-IRMA.
 MAIL PAYMENT AND ONE COPY OF INVOICE IN AN ENVELOPE TO: *(Please Note New Bank Name)*

Truist Trust Dept – Income Processing 1
ACCG-IRMA # 0375
P.O. Box 896741
Charlotte, NC 28289-6741

Candler County
 1075 East Hiawatha Street
 Suite A
 Metter, GA 30439

MEMBER: NO.: 1000
 INVOICE NO.: 22-07-1000IRMA
 DUE DATE: UPON RECEIPT

INSURANCE DESCRIPTION PROPERTY & LIABILITY	DEPARTMENT ACCG INSURANCE PROGRAMS
---	---------------------------------------

COVERAGE PERIOD		DESCRIPTION	AMOUNT DUE
EFFECTIVE	EXPIRATION		
7/1/2022	7/1/2023	ACCG-IRMA Renewal Contribution Limit of \$2,000,000 Liability: With \$1,000,000 on Auto Liability Less Safety Credit: Less Rate Credit:	\$120,420 (\$5,675) (\$2,589)

CONTRIBUTIONS ARE DUE IN FULL UPON RECEIPT.	\$112,156
---	-----------

PLEASE RETURN ONE COPY WITH YOUR REMITTANCE

The ACCG-IRMA is non-profit and member-owned. Prompt payment of your contribution is necessary to keep the cost of coverage down for all members. A finance charge of 7% annual, pro-rated daily interest will be assessed on any contributions not received when due. Should you have any questions about this invoice, please call Glenda Williams at ACCG at 678.225.4253.

**WE APPRECIATE YOUR PARTICIPATION IN
 THE ACCG – INTERLOCAL RISK MANAGEMENT AGENCY.**



Renewal Information and Exhibits

Prepared For:

Candler County Board of Commissioners

Group ID: G000BXCQ

Renewal Effective Date: July 1, 2023



Thank you for choosing Mutual of Omaha Insurance Company or one of its affiliates, as Candler County Board of Commissioners' benefits provider. It has been our pleasure to provide Candler County Board of Commissioners with group benefits and services that are unique to its needs. We are committed to providing unparalleled service that will meet the needs of our customers.

Each renewal period, we analyze current benefit and rate structures to determine the appropriate rates for continued group insurance protection for your valued employees. This process includes recalculation of the premium rates to reflect factors like:

- Plan features
- Demographics
- Experience
- Any adjustments to our underlying rate structure

Based on our review, please find below the renewal rates for Candler County Board of Commissioners' benefit plans. We appreciate your business and look forward to the continued opportunity to meet your group insurance needs.

As a producer for our company, we request that you provide the renewal rate information described in this letter to Candler County Board of Commissioners by April 1, 2023 in order to meet mandated renewal notice requirements.

Renewal Contact Information

Rebecca Clark
Sr Renewal Executive
Atlanta Group Office
678/405-8612
Rebecca.Clark@mutualofomaha.com



CANDLER COUNTY BOARD OF COMMISSIONERS

LIFE AND AD&D

Rate Guarantee Period - July 1, 2023 to July 1, 2025

Additional Value Added Services Included - Employee Assistance Program (EAP), Travel Assistance/Identity Theft Assistance

Life

Class Description

All Eligible Employees

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
75	\$1,761,250	\$0.189	\$0.189

AD&D

Class Description

All Eligible Employees

Employee Rate Basis - per \$1,000

Lives	Volume	Current Rate	Renewal Rate
75	\$1,761,250	\$0.02	\$0.02



CANDLER COUNTY BOARD OF COMMISSIONERS

VOLUNTARY LIFE

Rate Guarantee Period - July 1, 2023 to July 1, 2025

Voluntary Life

Class Description

All Eligible Employees

Employee & Spouse Rate Basis - per \$1,000

Age of Employee	Current Rate	Renewal Rate
Less than 30	\$0.07	\$0.07
30-34	\$0.09	\$0.09
35-39	\$0.15	\$0.15
40-44	\$0.22	\$0.22
45-49	\$0.38	\$0.38
50-54	\$0.68	\$0.68
55-59	\$1.10	\$1.10
60-64	\$1.64	\$1.64
65-69	\$2.50	\$2.50
70-100	\$3.68	\$3.68

Child(ren) Rate Basis - per \$1,000

Current Rate	Renewal Rate
\$0.20	\$0.20



CANDLER COUNTY BOARD OF COMMISSIONERS

SHORT-TERM DISABILITY

Rate Guarantee Period - July 1, 2023 to July 1, 2025

STD

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$963.72	\$1,106.79	\$143.07

Class Description

All Eligible Employees

Employee Rate Basis - per \$10 of Total Weekly Benefit

Lives	Volume	Current Rate	Renewal Rate
75	\$26,995	\$0.357	\$0.410

LONG-TERM DISABILITY

Rate Guarantee Period - July 1, 2023 to July 1, 2025

LTD

Class Description

All Eligible Employees

Employee Rate Basis - per \$100 of Monthly Covered Payroll

Lives	Volume	Current Rate	Renewal Rate
75	\$211,981	\$0.399	\$0.399



CANDLER COUNTY BOARD OF COMMISSIONERS

DENTAL

Rate Guarantee Period - July 1, 2023 to July 1, 2024

Dental

Current Monthly Premium	Renewal Monthly Premium	Renewal Monthly Premium Change
\$2,864.72	\$3,151.10	\$286.38

Class Description

All Eligible Employees

Employee

Lives	Volume	Current Rate	Renewal Rate
52	N/A	\$25.72	\$28.29

Employee and Spouse

Lives	Volume	Current Rate	Renewal Rate
10	N/A	\$55.87	\$61.46

Employee and Children

Lives	Volume	Current Rate	Renewal Rate
6	N/A	\$65.04	\$71.54

Employee and Family

Lives	Volume	Current Rate	Renewal Rate
6	N/A	\$96.39	\$106.03



CANDLER COUNTY BOARD OF COMMISSIONERS

VOLUNTARY CRITICAL ILLNESS

Rate Guarantee Period - July 1, 2023 to July 1, 2025

Voluntary Critical Illness

Class Description

All Eligible Employees

Employee, Spouse & Child(ren) Rate Basis - per \$1,000

Age of Employee	Current Rate	Renewal Rate
Less than 29	\$0.42	\$0.42
30-39	\$0.72	\$0.72
40-49	\$1.53	\$1.53
50-59	\$3.12	\$3.12
60-69	\$6.46	\$6.46
70-79	\$12.02	\$12.02
80-99	\$14.15	\$14.15



CANDLER COUNTY BOARD OF COMMISSIONERS

VISION

Rate Guarantee Period - July 1, 2023 to July 1, 2025

Vision

Class Description

All Eligible Employees

Employee

Lives	Volume	Current Rate	Renewal Rate
55	N/A	\$5.42	\$5.42

Employee and Spouse

Lives	Volume	Current Rate	Renewal Rate
9	N/A	\$9.62	\$9.62

Employee and Children

Lives	Volume	Current Rate	Renewal Rate
7	N/A	\$10.18	\$10.18

Employee and Family

Lives	Volume	Current Rate	Renewal Rate
3	N/A	\$13.90	\$13.90

**Sun Life****STOP-LOSS**

Expertise

Renewal proposal created for
Candler County Board of Commissioners

Presented by Payton Brady

Telephone: 980-257-3283

Payton.Brady@sunlife.com



Renewal options

To accept the renewal proposal, please do the following:

- At the bottom of this page, select a renewal option and sign where indicated.
Email, fax, or mail this page to me by June 1, 2023, in order to avoid a lapse in coverage.

Table with policyholder information: Policyholder name, address, state, renewal effective date, account number, renewal status, TPA name, and PPO name.

Current and renewal rate summary table showing employee counts for Tier, Employee only, Employee plus one dependent, Family, and Total.

Specific Stop-Loss policy details and renewal options table with columns for Current, Renewal option 1, and Renewal option 2, covering plan thresholds, specific rates, and renewal rate action.

Aggregate Stop-Loss policy details and renewal options table with columns for Current, Renewal option 1, and Renewal option 2, covering aggregate rates and renewal rate action.

Aggregate thresholds and rates table with columns for Current, Renewal option 1, and Renewal option 2, covering claims basis, benefits covered, and estimated monthly renewal liability.

Total estimated annual plan costs table with columns for Current, Renewal option 1, and Renewal option 2, covering total costs and renewal rate action.

Select renewal option box with 'BA' selected.

Please indicate the renewal option you have selected by initialing one of the three boxes above. The premium rates agreed upon as part of the renewal will be effective on the Policy Renewal Effective Date.

Please acknowledge your acceptance of the renewal proposal, which includes all pages of the proposal, by signing below and returning the signed page to Payton Brady.

Signature and title section: Policyholder Signature (Bryan Aasheim), Date (5-3-2023), and Printed Title (County Administrator).

Policyholder name: Candler County Board of Commissioners
 Account number: 947024
 Renewal status: Open
 Renewal Eff. Date: July 1, 2023

Specific Stop-Loss coverage

The following options and programs are included in your policy:

Options:

- **Mirroring Endorsement**
 This option is subject to review and approval by Sun Life and may affect the quoted rates. To include this endorsement with your policy, within 90 days of the policy effective date, we need your plan document and an executed Renewal Options signature page.
- **Advance Funding option**
 This option enhances the cash flow of your self-funded plan by advancing the stop-loss funds to you or your administrator up front, before you pay the provider.
- **Electronic Funds Transfer (EFT)**
 EFT is faster than getting your reimbursement by mail, as well as more convenient and easily trackable.
- **Rx Standard Service**
 With this service, once your prescription-drug claims reporting is received, Sun Life will combine the prescription-drug claims data with any medical claims data we have received at an individual-covered-person level to determine total eligible expenses. Based upon the information provided, your PBM vendor is Magellan Rx. You remain responsible for ensuring that prescription drug claims are submitted to us, either by you or by someone acting on your behalf.

Programs:

- **SunElite™ medical document review service**
 SunElite is a medical plan document review service for Sun Life Stop-Loss clients. Your custom SunElite report will analyze the plan's cost-containment, federal law compliance and discretionary authority.
- **SunExcel® transplant program**
 The SunExcel program includes access to a stop-loss Specific Benefit deductible reduction when an approved transplant contract is placed.
- **SunResources® preferred network program**
 SunResources is our preferred cost-containment vendor program. On a voluntary basis, Sun Life clients gain access to an extensive network of cost-containment vendors that have gone through a rigorous vetting process to ensure quality service and performance. SunResources can help lower costs both before and after a catastrophic claim occurs.

The following are not included in your policy:

- **Clinical Trials option**
- **Retiree coverage**
- **Terminal Liability option**
- **Experience Rating Refund**

Producer commissions

Sun Life pays the following commission percent to the Stop-Loss producer: 0.0%.

Specific Benefit Stop-Loss renewal acceptance

Acceptance of your Specific Benefit Stop-Loss renewal by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of large claims over \$20,000 with diagnosis/prognosis for the period of July 1, 2022, through January 31, 2023, with accompanying required information. For large claims, the required information includes paid claims, pending claims, and notification of known situations. Upon review of your large claims information, we reserve the right to recalculate quoted rates.

Sun Life will not reimburse for claims expenses incurred outside the Policy Year parameters.

Aggregate Benefit Stop-Loss

- **Features**
 Monthly Aggregate Accommodation is included.
 Terminal Liability option is not included.

Minimum Attachment Points

Renewal Option 1	Renewal Option 2
\$729,645.08	\$801,724.61

- **Aggregate Stop-Loss renewal acceptance**
 Renewal acceptance of Aggregate Benefit coverage by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of monthly claims and lives, by line of coverage, for the period of July 1, 2022, through January 31, 2023. Upon review of that information, we reserve the right to recalculate the Aggregate Benefit Attachment Point.

General coverage

- **Captive coverage**

Policyholder name: Candler County Board of Commissioners
Account number: 947024
Renewal status: Open
Renewal Eff. Date: July 1, 2023

Any Stop Loss policy issued to a policyholder that is part of a captive program, is excluded from any and all Sun Life incentive, bonus or override programs.

- **Affordable Care Act accommodations**

This renewal proposal represents Sun Life's efforts to work with you to meet your requirements under the Affordable Care Act (ACA), including, but not limited to, the dependent age provisions of the ACA. It is the self-funded medical plan's responsibility to keep its census data up to date at all times. If the plan inadvertently does not remove a terminated participant, Sun Life may deny any claims from the participant. However, in that situation, the self-funded medical plan is responsible for the claim.

Proposal for Candler County Board of Commissioners
GSL0T-2551, SLPC 24342 05/21 (exp. 05/23)

1. Sun Life book of business data through March 2020.
2. For complete financial ratings, visit www.sunlife.com/financialratings.
3. Sun Life renewal statistics data from 2018 to 2020.
4. Health Research Institute Medical Trend "Behind The Numbers" report 2021.

Producer licensing

All Sun Life companies require producers using insurance quotes we issue for the purpose of soliciting, selling, or negotiating insurance to be licensed both by the state where the prospective client is located and by any state where the solicitation, sale, or negotiation of insurance occurs, if different. This requirement pertains to all forms of solicitation, sales or negotiation of insurance, including but not limited to solicitation, sale, or negotiation conducted in person, by telephone, by email, by fax, or otherwise.

Producer compensation

We encourage brokers and their clients to discuss what commission or other compensation may be paid in connection with the purchase of products and services from Sun Life companies. All Sun Life companies may pay the selling broker, agency, or third party administrator for the promotion, sale, and renewal of the products and services offered in this proposal. In addition to our standard compensation, we may make additional cash payments or reimbursements to selling brokers in recognition of their marketing and distribution activities, persistency levels, and volume of business.

For New York situs business, we may pay reduced compensation where fewer services are offered and increased compensation where more services are provided. Producers must comply with the specific compensation disclosure requirements of New York Regulation 194.

Plan and rates

This renewal proposal is based on the employee census information that was provided. Acceptance of the group and final rates will be determined by the Sun Life home office in the United States based on actual enrollment and case experience, if required. Terms and conditions of any coverage under the policy will be determined by all necessary final data and by underwriting rules, policy requirements, and policy provisions in effect on the date coverage begins.

Sun Life Companies

The Sun Life group of companies operates under the "Sun Life" name. In the United States and elsewhere, insurance products are offered by members of the Sun Life group of companies that are insurance companies.

Currently, group underwriting companies include Sun Life and Health Insurance Company (U.S.) and Sun Life Assurance Company of Canada. Sun Life Inc., the publicly traded holding company for the Sun Life group of companies, is not an insurance company and does not guarantee the obligations of these insurance companies. Each insurance company relies on its own financial strength and claims-paying ability.

Group stop-loss insurance policies are underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) in all states, except New York, under Policy Form Series 07-SL REV 7-12. In New York, group stop-loss insurance policies are underwritten by Sun Life and Health Insurance Company (U.S.) (Lansing, MI) under Policy Form Series 07-NYSL REV 7-12. Product offerings may not be available in all states and may vary depending on state laws and regulations.

Stop-Loss information

The following services are not insurance and carry a separate charge included with the price of coverage: Clinical 360, owned by Sun Life; SunExcel®, owned by Sun Life; SunElite™, owned by Sun Life with services provided by The Phia Group, LLC.

Information

Issuance of a Stop Loss policy is dependent upon meeting underwriting guidelines and participation requirements.

Exhibit L

CANDLER COUNTY EMERGENCY MEDICAL SERVICES (E.M.S.)
FEE ORDINANCE

ARTICLE ONE
GENERAL

1.1 TITLE.

This Ordinance shall be known as and may be cited as the “Candler County Emergency Medical Services (E.M.S.) Fee Ordinance.”

1.2 PURPOSE.

The purpose of this Ordinance is to raise revenue to offset the cost, partially or wholly, of providing economical and adequate Emergency Medical Services (E.M.S.) in Candler County among those who are using or may use the service.

ARTICLE TWO
DEFINITIONS

2.1 DEFINITIONS.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) Dwelling unit means any structure suitable or commonly used for residential purposes by a single family or family group, and includes all single-family residences, including modular and manufactured/mobile homes, and includes each apartment, townhouse, condominium or cooperative unit of a multifamily structure.
- (2) Business unit means any commercial establishment, industry, professional establishment, trade or service establishment, store, organization, or enterprise, whether for profit or non-profit.
 - (A) Long-Term Care Facility means a nursing home or long-term care facility which is located within the territorial bounds of Candler County, Georgia.ⁱ
 - (B) Recreational Vehicle Park (hereafter referred to as “RV Park”) means any single parcel of land upon which two (2) or more recreational vehicles are occupied for temporary sleeping purposes, regardless of whether or not a charge is made for such purposes.ⁱⁱ

**ARTICLE THREE
EMERGENCY MEDICAL SERVICES (E.M.S.)
SPECIAL DISTRICT**

3.1 CREATION.

In accordance with the purpose of this Ordinance, there is hereby created an Emergency Medical Services (E.M.S.) special district coterminous with incorporated and unincorporated areas of Candler County.

3.2 FEE FOR DWELLING UNIT.

The Board of Commissioners of Candler County, pursuant to Georgia Constitution, Article 9, Section 2, Paragraph 6, shall levy an Emergency Medical Services (E.M.S.) service fee per dwelling unit on the owners of real property within the area of the Emergency Medical Services (E.M.S.) special district for each dwelling unit situated on their property.

3.3 FEE FOR DWELLING UNIT CLASSIFIED AS NON-HOMESTEAD MANUFACTURED/MOBILE HOME.

In the case of each dwelling unit classified as a non-homestead manufactured/mobile home, the Board of Commissioners of Candler County, pursuant to Georgia Constitution, Article 9, Section 2, Paragraph 6, shall levy an Emergency Medical Services (E.M.S.) service fee on the owner of each non-homestead manufactured/mobile home situated within the area of the Emergency Medical Services (E.M.S.) special district unless it is being levied under Section 3.2 above.

3.4 FEE FOR BUSINESS UNIT.

The Board of Commissioners of Candler County, pursuant to Georgia Constitution, Article 9, Section 2, Paragraph 6, shall levy an Emergency Medical Services (E.M.S.) service fee per business unit on the owners of real property within the Emergency Medical Services (E.M.S.) special district for each business unit situated on their property.

3.4.1 FEE FOR LONG TERM CARE FACILITY.

The Board of Commissioners of Candler County, pursuant to Georgia Constitution, Article 9, Section 2, Paragraph 6, shall levy an Emergency Medical Service (E.M.S.) service fee for each long-term care facility located in Candler County, Georgia. The owner/operator of a Long-Term Care Facility shall be subject to an annual fee for the provision of Emergency Medical Services, "EMS", to the facility. The fee shall be determined by dividing the total number of patient/resident rooms available by two (2) and multiplying that number by the current commercial EMS fee imposed in Candler County, Georgia. If the division of the total number of patient/resident rooms does not equal a whole number, the number shall be rounded up for the purpose of the fee calculation.ⁱⁱⁱ

3.4.2 FEE FOR CAMPGROUND/RECREATIONAL VEHICLE (RV) PARK.

The Board of Commissioners of Candler County, pursuant to Georgia Constitution, Article 9, Section 2, Paragraph 6, shall levy an Emergency Medical Service (E.M.S.) service fee for each campground/RV park located in Candler County, Georgia. The owner/operator of a campground/RV park shall be subject to an annual fee for the provision of Emergency Medical Services, "EMS", to the facility. The fee shall be determined by dividing the total number of patient/resident rooms available by two (2) and multiplying that number by the current commercial EMS fee imposed in Candler County, Georgia. The total of all EMS fees charged to a single campground/RV park will not exceed \$1,500 annually. (*ref. Candler County RV Park & Campground Ordinance, adopted February 17, 2020.*) If the division of the total number of patient/resident rooms does not equal a whole number, the number shall be rounded up for the purpose of the fee calculation.^{iv}

3.5 ESTABLISHMENT OF SERVICE FEE AMOUNT.

The Board of Commissioners shall establish the amount of the aforementioned Emergency Medical Services (E.M.S.) service fees each year as part of its annual budget process. Funds collected from these service fees for Emergency Medical Services (E.M.S.) shall be expended by the Board of Commissioners in any manner deemed by it to be in the best interest of the public as determined pursuant to its lawful authority.

3.6 NEWLY ESTABLISHED AND REESTABLISHED UNITS.

The Emergency Medical Services (E.M.S.) service fees shall be immediately due and payable on a prorated basis for each dwelling unit and business unit that is newly established or being reestablished. Thereafter, the fee shall be due at the same time the ad valorem taxes are due for the subject property.

3.7 ABATEMENT.

Dwelling units and business units that meet the following requirements shall be eligible for abatement of the Emergency Medical Services (E.M.S.) service fee:

- (1) A dwelling unit that is not being permanently occupied shall be eligible for abatement from the service fee.
- (2) A business unit that is not in operation shall be eligible for abatement from the service fee.
- (3) Long-term care facilities and Campground/RV Parks shall not be eligible for an abatement from the service fee.^v

The abatement reporting period shall be June 1 to June 30th each year^{vi}. The owner(s) of the dwelling unit or business unit shall be required to submit an Application for Abatement to the Candler County Tax Assessors office. The Application for Abatement may be for a full or partial abatement. The Chief Appraiser or his/her designee shall verify the dwelling unit or business unit qualifies for the abatement. The owner(s) shall notify the Board of Assessors in writing within thirty (30) days following a change in condition(s) that nullifies the abatement. Owner(s) shall be responsible for payment of all service fees for all years improperly abated plus penalties and interest.

3.8 PENALTY FOR LATE PAYMENT.

Any fee not paid by the due date for paying the ad valorem taxes on the subject property shall be levied interest and penalties in the same manner and rate as the ad valorem tax bill to which the fee has been attached.

**ARTICLE FOUR
LEGAL STATUS PROVISIONS**

4.1 REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.

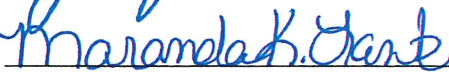
4.2 EFFECTIVE DATE.

This Ordinance shall take effect and be in full force on and after the date that it is enacted by the governing authority.

Adopted, approved and enacted this 14th day of September 2020, at a Regular Meeting of the Board of Commissioners of Candler County.

BOARD OF COMMISSIONERS OF CANDLER COUNTY

By: 
Glyn Thrift, Chairman

Attest: 
Maranda K. Lank, Clerk

ⁱ Adopted September 14, 2020

ⁱⁱ Adopted September 14, 2020



Exhibit M

**CANDLER COUNTY GARBAGE AND SOLID WASTE DISPOSAL
AND COLLECTION FEE ORDINANCE****ARTICLE ONE
GENERAL****1.1 TITLE.**

This Ordinance shall be known as and may be cited as the "Candler County Garbage and Solid Waste Disposal and Collection Fee Ordinance."

1.2 PURPOSE.

The purpose of this Ordinance is to help spread more evenly the cost of Candler County's garbage disposal and collection expenses among those who are using or may use the services.

**ARTICLE TWO
DEFINITIONS****2.1 DEFINITIONS.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) Dwelling unit means any structure suitable or commonly used for residential purposes by a single family or family group, and includes all single-family residences, including modular and manufactured/mobile homes, and includes each apartment, townhouse, condominium or cooperative unit of a multifamily structure.
- (2) Business unit means any commercial establishment, industry, professional establishment, trade or service establishment, store, organization, or enterprise, whether for profit or non-profit.

**ARTICLE THREE
GARBAGE AND SOLID WASTE DISPOSAL
SPECIAL DISTRICT****3.1 CREATION.**

In accordance with the purpose of this Ordinance, there is hereby created a Garbage and Solid Waste Disposal special district coterminous with the incorporated and unincorporated areas of Candler County.

3.2 FEE FOR DWELLING UNIT.

The Board of Commissioners of Candler County, pursuant to Georgia Constitution, Article 9, Section 2, Paragraph 6, shall levy a landfill service fee per dwelling unit on the owners of real property within the area of the Garbage and Solid Waste Disposal special district for each dwelling unit situated on their property.

3.3 FEE FOR DWELLING UNIT CLASSIFIED AS NON-HOMESTEAD MANUFACTURED/MOBILE HOME.

In the case of each dwelling unit classified as a non-homestead manufactured/mobile home, the Board of Commissioners of Candler County, pursuant to Georgia Constitution, Article 9, Section 2, Paragraph 6, shall levy a landfill service fee on the owner of each non-homestead manufactured/mobile home situated within the area of the Garbage and Solid Waste Disposal special district unless it is being levied under Section 3.2 above.

3.4 FEE FOR BUSINESS UNIT.

The Board of Commissioners of Candler County, pursuant to Georgia Constitution, Article 9, Section 2, Paragraph 6, shall levy a landfill service fee per business unit on the owners of real property within the Garbage and Solid Waste Disposal special district for each business unit situated on their property.

3.5 ESTABLISHMENT OF SERVICE FEE AMOUNT.

The Board of Commissioners shall set the amount of the aforementioned landfill service fee each year as part of its annual budget process. Funds collected from these landfill service fees for garbage and solid waste disposal shall be expended by the Board of Commissioners in any manner deemed by it to be in the best interest of the public as determined pursuant to its lawful authority.

3.6 NEWLY ESTABLISHED UNITS AND REESTABLISHED UNITS.

The landfill service fees shall be immediately due and payable on a prorated basis for each dwelling unit and business unit that is newly established or being reestablished. Thereafter, the fee shall be due at the same time the ad valorem taxes are due for the subject property.

3.7 ABATEMENT.

Dwelling units and business units that meet the following requirements shall be eligible for abatement of the landfill service fee:

- (1) A dwelling unit that is not being permanently occupied shall be eligible for abatement from the service fee.

- (2) A business unit that is not in operation shall be eligible for abatement from the service fee.

The abatement reporting period shall be from January 1st to June 1st of each year. The owner(s) of the dwelling unit or business unit shall be required to submit an Application for Abatement to the Candler County Tax Assessors office. The Application for Abatement may be for a full or partial abatement. The Chief Appraiser or his/her designee shall verify the dwelling unit or business unit qualifies for the abatement. The owner(s) shall notify the Board of Assessors in writing within thirty (30) days following a change in condition(s) that nullifies the abatement. Owner(s) shall be responsible for payment of all service fees for all years improperly abated plus penalties and interest.

3.8 PENALTYFORLATEPAYMENT.

Any fee not paid by the due date for paying the ad valorem taxes on the subject property shall be levied interest and penalties in the same manner and rate as the ad valorem tax bill to which the fee is attached.

ARTICLE FOUR GARBAGE AND SOLID WASTE COLLECTION SPECIAL DISTRICT

4.1 CREATION.

In accordance with the purpose of this Ordinance, there is hereby created a Garbage and Solid Waste Collection special district coterminous with the unincorporated areas of Candler County.

4.2 FEE FOR DWELLING UNIT.

The Board of Commissioners of Candler County, pursuant to Georgia Constitution, Article 9, Section 2, Paragraph 6, shall levy a polycart service fee per dwelling unit on the owners of real property within the area of the Garbage and Solid Waste Collection special district for each dwelling unit situated on their property.

4.3 FEE FOR DWELLING UNIT CLASSIFIED AS NON-HOMESTEAD MANUFACTURED/MOBILE HOME.

In the case of each dwelling unit classified as a non-homestead manufactured/mobile home, the Board of Commissioners of Candler County, pursuant to Georgia Constitution, Article 9, Section 2, Paragraph 6, shall levy a polycart service fee on the owner of each non-homestead manufactured/mobile home situated within the area of the Garbage and Solid Waste Disposal special district unless it is being levied under Section 4.2 above.

4.4 FEE FOR BUSINESS UNIT.

The Board of Commissioners of Candler County, pursuant to Georgia Constitution, Article 9, Section 2, Paragraph 6, shall levy a polycart service fee per business unit on the owners of real property within the Garbage and Solid Waste Collection special district for each business unit situated on their property.

4.5. ESTABLISHMENT OF SERVICE FEE AMOUNT.

The Board of Commissioners shall set the amount of the aforementioned polycart service fees each year as part of its annual budget process. Funds collected from these polycart service fees for garbage and solid waste collection shall be expended by the Board of Commissioners in any manner deemed by it to be in the best interest of the public as determined pursuant to its lawful authority.

4.6 NEWLY ESTABLISHED UNITS AND REESTABLISHED UNITS.

The polycart service fees shall be immediately due and payable on a prorated basis for each dwelling unit and business unit that is newly established or being reestablished. The Candler County Tax Assessor's office shall notify the polycart service provider to place a polycart at the unit. Thereafter, the fee shall be due at the same time the ad valorem taxes are due for the subject property.

4.7 ABATEMENT.

Dwelling units and business units that meet the following requirements shall be eligible for abatement of the polycart service fee:

- (1) A dwelling unit that is not being permanently occupied shall be eligible for abatement from the service fee.
- (2) A business unit that is not in operation shall be eligible for abatement from the service fee.

The abatement reporting period shall be from June 1st to June 30th each year¹. The owner(s) of the dwelling unit or business unit shall be required to submit an Application for Abatement to the Candler County Tax Assessors office. The Application for Abatement may be for a full or partial abatement. The Chief Appraiser or his/her designee shall verify the dwelling unit or business unit qualifies for the abatement. The Candler County Tax Assessor's office shall notify the polycart service provider to remove the polycart from the unit. The owner(s) shall notify the Board of Assessors in writing within thirty (30) days following a change in condition(s) that nullifies the abatement. Owner(s) shall be responsible for payment of all service fees for all years improperly abated plus penalties and interest.

4.8 PENALTY FOR LATE PAYMENT.

Any fee not paid by the due date for paying the ad valorem taxes on the subject property shall be levied interest and penalties in the same manner and rate as the ad valorem tax bill to which the fee is attached.

**ARTICLE FIVE
LEGAL STATUS PROVISIONS**

5.1 REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

5.2 EFFECTIVE DATE.

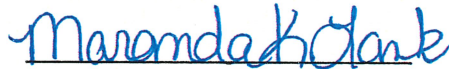
This Ordinance shall take effect and be in full force on and after the date that it is enacted by the governing authority.

Adopted, approved and enacted this 13th day of April 2009, at a Regular Meeting of the Board of Commissioners of Candler County.

BOARD OF COMMISSIONERS OF CANDLER COUNTY



Glyn Thrift, Chairman



Attest

ⁱ Revised and adopted, June 5, 2023

