

AGENDA  
REGULAR MEETING  
5:00 P.M.  
May 17, 2021

1. Call to Order
2. Invocation and *Pledge of Allegiance*
3. Approval of Agenda
4. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
5. Old Business
  - a. Candler County Fire Department
  - b. Consideration of a proposal from TEMS Billing to enter into a multi-year contract with a reduction in the collection fee
  - c. Consideration of health care options for FY22
6. New Business
  - a. Consideration of a request to increase the approved 2018 SPLOST allocation for a CAT 420 backhoe to \$132,500
  - b. Consideration of an agreement for collection services between Candler County and Creditors Bureau Associates of Georgia for collection of aged accounts at Candler County EMS
  - c. Consideration of a resolution under O.C.G.A. § 48-2-15 designating an official and time frame for a request for sales tax information from the Georgia Department of Revenue
  - d. Consideration of a request from the County Administrator for authorization to execute the documents required by the U.S. Department of the Treasury to receive allocated funds from the Coronavirus Local Fiscal Recovery Fund
  - e. Consideration of approval of a draft letter to be sent to Governor Kemp and Attorney General Carr from Blasingame, Burch, Garrard & Ashley P.C. regarding ongoing opioid litigation
7. Report from Chairman
8. Report from County Administrator
9. Report from Attorney
10. Reports from Commissioners
11. Executive Session
12. Adjournment

**Board of Commissioners of Candler County**  
**Regular Meeting**  
**May 17, 2021**  
**5:00 p.m.**

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, May 17, 2021, 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 Gregory Thomas, David Robinson and Blake Hendrix in attendance. County Administrator Bryan Aasheim and County Attorney Kendall Gross also attended the meeting. Clerk Kellie Lank scribed. The Metter Advertiser was notified of the meeting. Jerri Goodman attended. Guests attending this meeting included Candler County Sheriff John Miles. This meeting was offered via teleconference to the public.

**Call to Order**

Chairman Thrift called the meeting to order at 5:07 p.m.

**Invocation and Pledge of Allegiance**

Commissioner Thomas delivered the invocation and Chairman Thrift led the *Pledge of Allegiance*.

**Amendment to the Agenda**

Commissioner Robinson made a motion to approve the agenda with the addition of the following item. Commissioner Thomas provided a second. The motion carried 4-0. Vice-Chairman Jones was not present at the time of this vote.

- 6. d. **Consideration of a request from the County Administrator for authorization to execute the documents required by the U.S. Department of the Treasury to receive allocated funds from the Coronavirus Local Fiscal Recovery Fund**
- 6. e. **Consideration of approval of a draft letter to be sent to Governor Kemp and Attorney General Carr from Blasingame, Burch, Garrad & Ashley P.C. regarding ongoing opioid litigation.**

**Citizens Wishing to Address the Board**

No citizens wished to address the Board at this meeting.

**Old Business**

**Candler County Fire Rescue Service**

Mr. Aasheim requested this item be postponed until Vice-Chairman Jones enters this meeting.

\*\*\*This item was addressed at 6:47 p.m.\*\*\*

Commissioner Robinson made a motion to adopt the resolution presented by the City of Metter for Fire Rescue Services. Chairman Thrift provided a second. The motion carried 5-0. (Exhibit A)

**Consideration of a proposal from TEMS Billing to enter into a multi-year contract with a reduction in the collection fee**

Commissioner Hendrix made a motion to approve a proposal from TEMS Billing with the three-year contract option with a reduction in the collection fee of 5.5%. Commissioner Robinson provided the second. The motion carried 4-0. Vice-Chairman Jones was not present at the time of this vote. (Exhibit B)

**Consideration of health care options for FY22**

Mr. Aasheim requested this item be postponed until Vice-Chairman Jones enters this meeting.

*\*\*\*This item was addressed at 6:15 p.m.\*\*\**

Commissioner Thomas made a motion to approve the self-insured Pareto option. Commissioner Robinson provided a second. The motion carried 4-1 with Commissioner Hendrix voting against the motion.

Mr. Aasheim recommended that we have a single Broker of Record to provide health and ancillary insurance. Commissioner Robinson made a motion. Chairman Thrift provided a second. The motion carried 3-2 with Vice-Chairman Jones and Commissioner Hendrix voting against.

**New Business**

**Consideration of a request to increase the approved 2018 SPLOST allocation for a CAT 420 backhoe to \$132,500**

Chairman Thrift made a motion to approve a request to increase the approved 2018 SPLOST allocation for a CAT 420 backhoe to \$132,500. Commissioner Thomas provided a second. The motion carried 4-0. Vice-Chairman Jones was not present at the time of this vote. (Exhibit C)

**Consideration of an agreement for collection services between Candler County and Creditors Bureau Associates of Georgia for collection of aged accounts at Candler County EMS**

Chairman Thrift made a motion to approve this agreement for collection services between Candler County and Creditors Bureau Associates of Georgia for collection of aged accounts at Candler County EMS. Commissioner Hendrix provided a second. The motion carried 4-0. Vice-Chairman Jones was not present at the time of this vote. (Exhibit D)

**Consideration of a resolution under O.C.G.A. & 48-2-15 designating an official and time frame for a request for sales tax information from the Georgia Department of Revenue**

Chairman Thrift made a motion to approve a resolution under O.C.G.A. & 48-2-15 designating Bryan Aasheim as the official and time frame of April 1, 2020 to March 31, 2021 for a request for sales tax information from the Georgia Department of Revenue. Commissioner Thomas provided a second. The motion carried 4-0. Vice-Chairman Jones was not present at the time of this vote. (Exhibit E)

**Consideration of a request from the County Administrator for authorization to execute the documents required by the U.S. Department of the Treasury to receive allocated funds from the Coronavirus Local Fiscal Recovery Fund**

Commissioner Thomas made a motion to approve a request from the County Administrator for authorization to execute the documents required by the U.S. Department of the Treasury to receive allocated funds from the Coronavirus Local Fiscal Recovery Fund. Commissioner Robinson provided a second. The motion carried 4-0. Vice-Chairman Jones was not present at the time of this vote. (Exhibit F)

**Consideration of approval of a draft letter to be sent to Governor Kemp and Attorney General Carr from Blasingame, Birch, Garrard & Ashley P.C. regarding ongoing opioid litigation**

Chairman Thrift made a motion to approve a draft letter to be sent to Governor Kemp and Attorney General Carr from Blasingame, Birch, Garrard & Ashley P.C. regarding ongoing opioid litigation. Commissioner Thomas provided a second. The motion carried 4-0. Vice-Chairman Jones was not present at the time of this vote. (Exhibit G)

**Report from the Chairman**

Chairman Thrift had nothing to report.

**Report from the Administrator**

Mr. Aasheim reported:

- Budget Workshop date changes. Tuesday 5/18 review as far as possible and then schedule after that workshop, skip 5/20.
- Mr. Aasheim requested executive session to discuss personnel.

**Report from the County Attorney**

Mr. Gross requested executive session to discuss litigation.

**Reports from the Commissioners**

Commissioner Thomas representing Commission District 1 had nothing to report at this meeting.

Vice-Chairman Jones representing Commission District 2 had nothing to report on at this meeting.

Commissioner Robinson representing Commission District 3 requested tree trimming along state Highway 46.

Commissioner Hendrix representing Commissioner District 4 reported that Emanuel County Public Works trimmed all trees in the right-of-way along Cowart Pond Road.

**Executive Session – Personnel**

Commissioner Robinson moved to exit into Executive Session to discuss personnel and litigation at 5:33 p.m. Commissioner Thomas provided a second to the motion. The motion carried 4-0.

Vice-Chairman Jones was not present at the time of this vote.

*\*\*\*Vice-Chairman Jones entered the meeting at 5:45\*\*\**

Chairman Thrift moved to exit Executive Session and reconvene the regular meeting at 6:09 p.m. Commissioner Robinson provided a second to the motion. The motion carried 5-0.

Commissioner Robinson moved to authorize Chairman Thrift to sign *the Closed Meeting Affidavit*. Commissioner Hendrix provided the second to the motion. The motion carried 5-0.

Commissioner Thomas moved to authorize the promotion of Candler County EMS Paramedic Josey Swindell to shift supervisor. Commissioners Robinson provided the second to the motion. The motion carried 5-0.

Commissioner Thomas moved to change Chelsea Gilbon, Candler County EMS EMT, to full-time status to fill the vacancy made due to the status change by Brittany Young moving from full-time to part-time. Commissioners Robinson provided the second to the motion. The motion carried 5-0.

*\*\*\*At this time the Board discussed the deferred items on the agenda\*\*\**

**Adjournment**

Commissioner Thomas moved to adjourn the meeting at 7:04 p.m. Commissioner Robinson provided a second to the motion. The motion carried 5-0.



Maranda K. Lank, Clerk

Attest



Chairman, Glyn Thrift

# BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift  
Chairman

Bryan Aasheim  
County Administrator

Brad Jones  
Vice-Chairman

Gregory Thomas  
Commissioner

David Robinson  
Commissioner

Blake Hendrix  
Commissioner

## CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF CANDLER

### AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

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

1.  
The Board of Commissioners of Candler County met in a duly advertised meeting on May 17, 2021

2.  
During such meeting, the Board voted to go into closed session.

3.  
The executive session was called to order at 5:33 p.m.

4.  
The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

Other

This 17<sup>th</sup> day of May 2021.

Sworn to and subscribed before me  
this 17<sup>th</sup> day of May 2021

*Maranda K. Lank*  
Notary Public



*Glyn Thrift*  
Glyn Thrift, Chairman  
Board of Commissioners of Candler County

1075 EAST HIAWATHA STREET, SUITE A, METTER, GEORGIA 30439  
(912) 685-2835 FAX (912) 685-4823

Exhibit A

RESOLUTION NO. \_\_\_\_\_

A JOINT RESOLUTION OF THE CITY OF METTER, TOWN OF PULASKI, AND CANDLER COUNTY, GEORGIA, APPROVING CHANGES TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF METTER, TOWN OF PULASKI, AND CANDLER COUNTY, GEORGIA, FOR THE PROVISION AND FUNDING OF FIRE AND RESCUE SERVICES AND APPROVING FORMS FOR THE LIMITED AMENDMENT TO THE SERVICE DELIVERY STRATEGY OF WHICH SUCH INTERGOVERNMENTAL AGREEMENT IS A PART AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, the City of Metter ("Metter") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing certain public services to local residents; and

WHEREAS, the Town of Pulaski ("Pulaski") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing certain public services to local residents; and

WHEREAS, Candler County, Georgia ("County") is a political subdivision duly formed and existing under the laws of the State of Georgia and is charged with providing certain public services to local residents; and

WHEREAS, the Service Delivery Act, O.C.G.A. § 36-70-20, *et seq.*, requires each county and all cities located therein to develop, approve, and implement a service delivery strategy that specifies the manner in which all local governmental services will be provided and funded; and

WHEREAS, the Service Delivery Act also requires the periodic review and revision of service delivery strategies upon the occurrence of any one of the six conditions specified in O.C.G.A. § 36-70-28(b); and

WHEREAS, Metter, Pulaski, and the County (collectively referred to as the "Parties") have reviewed, revised, and reached an agreement through informal discussions on revisions to the Candler County Service Delivery Strategy (2018) in general and the Intergovernmental Agreement Between the City of Metter, Town of Pulaski, and Candler County, Georgia, for the Provision and Funding of Fire and Rescue Service, in particular; and

WHEREAS, the Mayor and Council of Metter desire to approve the forms and changes to intergovernmental agreements for the funding and provision of services as set forth herein; and

WHEREAS, the Mayor and Council of Pulaski desire to approve the forms and changes to intergovernmental agreements for the funding and provision of services as set forth herein; and

WHEREAS, the Candler County Board of Commissioners desires to approve the forms and changes to intergovernmental agreements for the funding and provision of services as set forth herein.

**THEREFORE, IT IS NOW JOINTLY RESOLVED BY THE CITY COUNCILS OF METTER AND PULASKI AS WELL AS THE CANDLER COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:**

- I. **Incorporation of Recitals.** The above stated recitals are true and correct and are incorporated as though fully set forth herein.
- II. **Acceptance of Revised Service Delivery Strategy Agreements.** Metter, Pulaski, and the County, hereby approve the revised Service Delivery Strategy Agreement attached hereto as Exhibit "A" along with the corresponding Intergovernmental Agreement. Said documents have been discussed, reviewed, and revised by the Parties.
- III. **Amendment to Fire and Rescue Services Agreement.** The Parties hereby approve and agree to the following Amendments to the Intergovernmental Agreement Between [the Parties] for the Provision and Funding of Fire and Rescue Services ("Fire Services Agreement"):
  - A. The Parties acknowledge that Article IV, Paragraphs 3-a & d of the Fire Services Agreement requires County approval before the County is obligated to fund all or any portion of a capital expenditure for which the County is a funding governing authority.
  - B. The foregoing provisions notwithstanding, the County agrees to pay Metter an annual capital stipend of \$36,620 each fiscal year between 2021 and 2025. The Parties acknowledge and agree that this stipend shall be in lieu of any and all claimed obligations related to the County's contribution toward any capital expenditures made by Metter pursuant to the Fire Services Agreement for equipment purchased prior to January 1, 2021. The County, however, shall not be required to continue making the annual capital stipend payments in the event the Fire Services Agreement is properly terminated or revoked by Metter or the County, pursuant to the applicable provisions of the Fire Services Agreement. The County's annual capital stipend payments shall in no way affect the County's obligations for funding operations and maintenance under Article III of the Fire Services Agreement. Moreover, any capital outlay expenditure made by Metter for equipment purchased after January 1, 2021, shall be funded as provided in Article IV of the Fire Services Agreement, subject to the provisions of Article III, Paragraph A of this Resolution.
  - C. In further consideration of this Amendment to the Fire Services Agreement, Metter agrees to provide irrigation water to the County's Recreation Department at no charge for the duration of the Fire Services Agreement. The Parties agree, however, that Metter shall not be required to continue providing irrigation water to the County Recreation Department at no charge should the Fire Services Agreement be terminated or revoked by the County, pursuant to the applicable provisions therein.
  - D. The County hereby rescinds any and all of its prior decisions and notices to opt-out of the Fire Services Agreement.



V. **Transfer of Industrial Park Pond.** Metter agrees to accept ownership of the Industrial Park Pond via quitclaim deed from the County. The Industrial Park Pond is that property with a legal description as follows:

All that tract or parcel of land situate, lying and being in the 1685<sup>th</sup> G.M. District of Candler County, Georgia, and in the City of Metter, and containing 20.108 acres, more or less, all as shown by that certain plat of survey dated August 14, 1989, by George William Donaldson, Georgia Registered Land Surveyor Number 1970, said plat being recorded in Plat Book 6, Page 150 of the Candler County records, which plat and the reference thereof is incorporated herein as if though fully set out herein for a more complete and accurate description. Said parcel of land is bounded, now or formerly, as follows: On the North by the right-of-way of Lytell Street; on the East by lands of Byron Lanier and the right-of-way of Rountree Street; on the South by lands of Steve Taylor and Vickie T. Bird; and on the West by lands of Metter-Candler County Development Authority and a 60 foot road right-of-way.

This is that same property as was conveyed by that certain Quit-Claim Deed dated April 20, 1999 from Metter-Candler County Development Authority to City of Metter and Board of Commissioners of Candler County, and recorded in Deed Book 96, Page(s) 606-607, Candler County records.

[Map & Parcel No. 037 006]. The quitclaim deed referenced herein shall be signed by the County and presented to the City within thirty days or such reasonable time thereafter to accomplish delivery and acceptance of said quitclaim deed.

VI. **Authorization of the Mayor, City Attorney, and Clerk.** Metter hereby authorizes the following transmission of the revised Service Delivery Strategy Agreements attached as Exhibit A to the Department of Community Affairs.

VII. **Authorization of the Mayor, City Attorney, and Clerk.** Pulaski hereby authorizes the following transmission of the revised Service Delivery Strategy Agreements attached as Exhibit A to the Department of Community Affairs.

VIII. **Authorization of the Chairman, County Attorney, and Clerk.** The Candler County Board of Commissioners hereby authorizes the following transmission of the Service Delivery Strategy Agreements attached as Exhibit A to the Department of Community Affairs.

IX. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution or Service Delivery Strategy Agreement in Exhibit "A".

X. **Repeal of Conflicting Provisions.** All City and County resolutions or agreements are hereby repealed to the extent they are in conflict with this Resolution and revised Service Delivery Strategy Agreement in Exhibit "A".

XI. **Effective Date.** This Resolution shall take effect immediately.

*2/14/99*

THIS RESOLUTION adopted this 17<sup>th</sup> day of May, 2021.

**The Mayor and City Council of the City of Metter, Georgia.**

By Edwin O. Boyd  
Edwin O. Boyd, Mayor

Attest Angie Collier  
City Clerk

[seal]



**The Mayor and Town Council of the Town of Pulaski, Georgia.**

By Terry Franklin  
Terry Franklin, Mayor

Attest Jane T. Hall  
Town Clerk

**Candler County, Georgia**

By Glyn Smith  
Glyn Smith  
Chairman, Board of Commissioners

Attest Maramba K. Tate  
County Clerk

[seal]



24/9



# Georgia Community Affairs



## SERVICE DELIVERY STRATEGY

# FORM 1

COUNTY: **CANDLER COUNTY**

### I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for ALL SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<b>OPTION A</b> <i>Revising or Adding to the SDS</i>	<b>OPTION B</b> <i>Extending the Existing SDS</i>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="846 1157 1516 1388" style="background-color: #336699; color: white; padding: 10px; margin-top: 10px;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp">http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</i></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

**NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.**

2449

**II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Candler County, Georgia; City of Metter; Town of Pulaski; Metter-Candler Airport Authority; Candler County Industrial Authority; Candler County Hospital Authority; Statesboro Regional Public Libraries System; Candler County Library Board.

**III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:**

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Agriculture/Extension/4-H Services; Ambulance Service; Animal Control; Building Inspection and Development Related Services; Candler County Industrial Authority; Code Enforcement; Court Services; Cultural & Historical; Department of Tourism and Economic Development; Downtown Development Authority; E-911/Radio/Dispatch Services; Elections and Voter Registration; Emergency Management; Hospital; Jail; Law Enforcement; Library; Mapping/GIS; Metter-Candler County Airport Authority; Metter Municipal Court; Metter Parking; Metter Sewer/Wastewater; Metter Water; Parks; Planning and Zoning; Probation Services; Public Health; Pulaski Water; Records Management; Recreation; Road/Street Construction; Road/Street Maintenance; Solid Waste Collections; Solid Waste Disposal/Landfill; Stormwater/Drainage; Tax Collection; and Visitors Center.

**IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:**

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

Metter Fire and Rescue (IGA Amended)

2/1/19





**SERVICE DELIVERY STRATEGY**  
**FORM 2: Summary of Service Delivery Arrangements**

**Instructions:**

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: CANDLER COUNTY

Service: *Metter Fire and Rescue*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.)  Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **City of Metter**
- b.)  Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.)  One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.)  One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.)  Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes (if "Yes," you must attach additional documentation as described, below)
- No

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

*2/2/07*

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
City of Metter	First, apply fees, fines, grants, donations, then SPLOST, if applicable, then the Town and County contributions, with the balance paid from the General Fund.
Town of Pulaski	Any available revenue source.
Candler County	The Special Service District comprised of the unincorporated area of County using the sources of revenue specified in Box 6, below.

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Via the Joint Resolution of the City of Metter, Town of Pulaski, and Candler County, Georgia Approving Forms and Changes to Intergovernmental Agreements Pertaining to the Delivery and Funding of Certain Services Pursuant to the Service Delivery Act, the Parties have amended the Intergovernmental Agreement between the City of Metter, Town of Pulaski, and Candler County, Georgia, for the Provision and Funding of Fire and Rescue Services.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates
Intergovernmental Agreement between the City of Metter, Town of Pulaski and Candler County GA for the Provision and Funding of Fire & Rescue Services	City of Metter, Town of Pulaski, and Candler County	6/11/18 through 6/10/28

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

County shall adopt a resolution or ordinance creating a special service district consisting of exclusively the unincorporated areas of the County with funds derived from fees, taxes or assessment, to include insurance premium taxes, property taxes, excise taxes, solid waste collection fees, business license fees, occupation taxes, and/or franchise fees levied in and collected from the special service district.

7. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**  
 Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)** Date completed:

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:



SERVICE DELIVERY STRATEGY

**FORM 3: Summary of Land Use Agreements**

**Instructions:**

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

**COUNTY: CANDLER COUNTY**

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?  
None

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- Amendments to existing comprehensive plans
- Adoption of a joint comprehensive plan
- Other measures (amend zoning ordinances, add environmental regulations, etc.)

**NOTE:**

If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

If "other measures" was checked, describe these measures:  
Candler County does not provide water and sewer. City of Metter and Town of Pulaski each have land use plans.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? Candler County and the Cities of Metter and Pulaski have adopted a joint resolution to make certain that any proposed extraterritorial water and sewer service is compatible with the land use plans and ordinances of the territory of the adjoining local government in which the new service is to be extended.

4. Person completing form: **Mayor Edwin O. Boyd (City of Metter) and Chairman Glyn Thrift (Candler County BOC)**

Phone number: **912/685-6289 (Metter) 912/685-2835 (Candler)**      Date completed: Type Date Here

5. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy?  Yes  No

If not, provide designated contact person(s) and phone number(s) below:

*2/4/07*





**SERVICE DELIVERY STRATEGY**  
**FORM 4: Certifications**

**Instructions:**

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**COUNTY: CANDLER COUNTY**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CANDLER COUNTY</u>	CHAIRMAN, BOARD OF COMMISSIONERS	Glyn Thrift		6/4/21
<u>CITY OF METTER</u>	MAYOR	Edwin O. Boyd		6/4/21
<u>TOWN OF PULASKI</u>	MAYOR	Terry Franklin		6/4/21



## Exhibit B



## Billing Service Agreement

This Multiple Year Billing Service Agreement ("Agreement" is made and entered into on this 1st day of June, 2021 by and between:

- (a) Candler County EMS, which company is located in 1065 E. Hiawatha Street, Metter, GA 30439( here in after referred to as either Client"Client"),
- and
- (b) Trinity EMS Consulting Services, LLC, hereinafter referred to as "Contractor".

Subject to the specific terms and conditions stated below, the purpose of this Agreement is to establish a relationship whereby the Contractor will provide ambulance-billing service for the Client.

**I. Contractor Responsibilities:** The Contractor will fulfill the responsibilities set forth below:

1. The Contractor shall bill all ambulance calls to the responsible party, sending appropriate invoices, monthly statements and past due statements. Billing will be completed within two (2) business days of receipt of the electronic file from the Client.
2. The Contractor will file primary and secondary Medicare claims using electronic transmissions direct to the Medicare carrier, complete with ICD10 Diagnosis codes, condition codes (where applicable) and HCPCS codes. Claims containing adequate documentation for processing shall be filed by Contractor within two (2) business days of receipt of the electronic file from the Client.
3. The Contractor will file primary and secondary Medicaid claims using electronic transmissions that are characterized under Medicare as "direct" transmissions (where available) to the state Medicaid agency or their designated representative, complete with ICD 10 codes and HCPCS codes. Claims containing adequate documentation for processing will be filed within two (2) business days of receipt of the electronic file from the Client.
4. The Contractor will file all primary and secondary insurance claims electronically and/or on CMS-1500 forms with appropriate ICD 10 codes and HCPCS codes. Initial claims containing adequate documentation for processing, will be filed within two (2) business days of receipt of the electronic file from the Client.
5. The Contractor will actively resubmit and/or appeal any denied claims for covered services and shall respond to requests for information which information is available to the Contractor.
6. The Contractor will post all payments, denials and contractual write-offs within two (2) business days after receipt of such from the Client.



7. The Contractor will post any other write-offs that it deems to be appropriate but only as authorized by the Client.
8. Within five (2) business days of receipt of the 'end of month' data from the Client, the Contractor will declare that the monthly activities is closed as to the calendar month and Contractor shall mail the Client monthly accounting and statistical reports as and if requested by the Client.
9. The Contractor will furnish all postage, stationery and phone service used to bill and collect accounts.
10. The Contractor will furnish toll free telephone lines for patient inquiries concerning accounts.
11. Any account that has completed the five-month billing cycle without any funds collected, or arrangements for payments to be made, shall be considered uncollectible by normal means and will be returned to Client for placement with a collection agency or written off to bad debts as deemed appropriate by the Client.
12. Contractor will comply with any HIPAA compliant requests for medical records from third parties. There will be no fee to Client for this service. All fees for such copying and mailing expense will be billed directly to the requesting party. Fees will be reasonable and will be set in compliance with any applicable State or Federal laws or regulations. These fees will be collected by and will be the sole property of Contractor.
13. The Client, or their authorized representatives, will have the right to audit their billing records upon request, during normal business hours. The Contractor will make these records available, provide adequate space and assist in any way possible with any request to audit these records.

## **II. Client Responsibilities:**

1. The Client will make every effort to obtain appropriate and accurate billing and medical trip report information.
2. The Client will make every effort to assure that the Client's ambulance service employees adequately document all ambulance trips as trained by the Contractor.
3. The Client will electronically transmit billing and trip report information from the Imagetrend Elite field software to the Contractor daily on normal business days.
4. The Client shall collect and submit to Contractor **copies** of PCS Forms, HIPAA acknowledgement forms and other documentation that may be required to bill for services. Information is to be sent in a manner and at such times as agreed on between the Client and the Contractor.
5. The Client shall keep records of tickets submitted/transmitted to the Contractor and provide storage of paper or electronic records or documents as required by law.
6. The Client will submit to the Contractor **copies** of all checks, envelopes, explanations of benefits (EOBs), remittance advice (RAs), return mail and all other types of correspondence relating to the billing operation in a manner and at such times as agreed on between the Client and the Contractor.



### III. Fees and Conditions:

1. The Contractor will provide all services as outlined for a monthly fee of 5.5% of all funds collected by Contractor on behalf of Client.
2. These amounts will be invoiced by Contractor upon closing of each month. All invoices will be payable within 15 days of receipt of the invoice by the Client. There will be a 5% late penalty assessed monthly for any balance not paid within 15 days.
3. There shall be no funds due Contractor beyond said terms above, nor will there be any funds due on those accounts that are written off or uncollected.
4. Credit card payments will be accepted by the Contractor on behalf of the Client and posted to the patient accounts. The Contractor will reimburse the Client for all credit card payments received.
5. Process for the handling of refund requests and overpayments,
  - A. With the monthly invoice, the Contractor will send to the Client a list of any refunds due to patients, Medicare, Medicaid and/or insurance companies. The Client will be responsible for making sure all refunds are issued within twenty (20) business days of receipt of list from Contractor, as well as providing copies of the refund checks to the Contractor. The Contractor will post the refunds checks to the appropriate accounts, thus reducing cash income totals for that month and thereby reducing the payment to the Contractor.
  - B. In the event Client receives a request for a refund or is assessed an "overpayment" by any payer. Client must notify Contractor of such in writing with a copy of the request/assessment within five (5) business days. Additionally, Client hereby agrees to allow Contractor to participate in the appeal of any such overpayment assessment. Contractor shall have no liability for any portion of any overpayment or refund if Client fails to give notice or allow participation in appealing these claims under this section. In no event shall Contractor be liable to Client or any third party payers for overpayments unless said overpayments are caused by Contractor's error.
6. The Contractor agrees to use its best effort to provide the services specified herein in accordance with Contractor's normal billing procedures.
7. The Contractor shall at all times use his or her own tools and employees to complete the terms of this agreement. The Contractor shall be acting as an independent Billing Agent and not as an employee of the Client and therefore shall not be supervised by the Client but shall proceed to accomplish the services herein in whatsoever manner deemed appropriate within the scope of this agreement. The Client is aware that the Contractor may have other clients and jobs that he or she is working on simultaneously. The Contractor agrees that accounts and records of the Client will be kept separate from those of other clients.
8. The Contractor shall not collect any money belonging to the Client except for credit card payments. All other payments will be submitted directly to the Client. The Client shall send copies of all payments and related correspondence to the Contractor in a timely manner for posting. Contractor will send to Client credit card receipts at agreed upon intervals.



**Term, Termination and Renewal:**

1. The initial fixed term of this agreement shall be 3 years, which term shall start on the date of execution of this agreement by the parties and each of them. Thereafter, this agreement will automatically renew for a twelve (12) month term unless written notice of cancellation is received by the other party thirty (30) days prior to expiration.
2. After the fixed term stated above and any renewals (whether automatic or otherwise), either party may terminate this agreement upon 120 days written notice to the other party of intent to terminate. The following terms shall apply to termination:
  - A. If the Contractor has committed a material breach of the contract, the Client must give written notice of such breach. Notice shall include a statement of the nature of the alleged breach. If after notice is given, the Contractor fails to correct the breach within a reasonable time to cure, the Client may terminate the contract on 30 days notice without penalty.
  - B. Unless the provisions of paragraph A above are applicable, failure to provide a ninety (30) day written notice of termination by the Client will constitute default of this agreement. In the case of default, the Client agrees to pay all current fees through the date of termination as well as an additional Fifty Dollars (\$50.00) per ticket for all tickets submitted to the Contractor over the past 30 days.

**Limitations of Liability:**

1. The Contractor shall take due diligence at all times to act within the scope of all Medicare, Medicaid and other applicable healthcare reimbursement laws and regulations and shall have in place a Medicare Compliance Program. Furthermore, the Contractor during the training of the Clients employees shall train them in Medicare compliance practices.
2. In connection with this Agreement, Contractor has warranted and represented that it has specialized knowledge and experience relating to the processing and filing of claims for EMS and ambulance services and the coding and collection of reimbursement from Medicare, Medicaid, Tricare, and other insurance companies and third party payers. Client is relying on the warranties and representations in this regard made by Contractor. Accordingly, Contractor agrees to indemnify and hold Client, its officers, directors, trustees, employees, and agents (hereinafter "the Indemnified Parties") harmless from and against any and all liability, loss, damage, expense, claims, attorney's fees and costs which the Indemnified Parties may become subject to by virtue of this Agreement or otherwise as the result of Contractor's performance under this Agreement and the actions of Contractor and its employees, agents, or contractors. Without in any way limiting the general application of this indemnification, Contractor agrees that this indemnification specifically includes any liability, loss, damage or expense arising from or related in any way to the coding, preparation, and submission of bills for reimbursement related to EMS/ambulance services rendered.
3. The Contractor shall not be liable for any failures on the part of the Client to submit complete, true and accurate information or documentation which could cause a



violation of any Federal or State healthcare reimbursement laws or regulations, nor will Contractor be liable for any overpayment caused or created by such a lack of complete, true and accurate patient information. Furthermore, it is expressly understood by both parties that many services are based on medical judgment or "medical necessity". Such judgments may or may not result in reimbursable services from an insurance perspective. In the event that services are initially reimbursed and then thereafter considered as "uncovered services" for which reimbursement is requested to be paid back, then the parties shall pay their pro-rata share of said repayment based upon their percentage of the initial payment.

4. The Contractor shall have no liability for the services provided by the Client, except to the extent that such duties are specifically imposed pursuant to this agreement, nor shall the Contractor have any liability for any state, federal or local taxes owed by the Client for funds collected by the Contractor on behalf of the Client.
5. The Contractor shall be responsible for any and all taxes (state, federal and/or local), of Contractor or any similar type payments for Contractor or any employees there of, and shall hold the Client harmless from any and all such payments.

**Confidentiality:**

1. The Contractor shall protect the privacy of patients, families, and employees, including safeguarding confidential and/or proprietary information. The Contractor's employees are fully trained and are aware that whether you read, see or hear things about patients, families, or employees, it is private and confidential and cannot be shared except as necessary for patient care or as otherwise authorized under The Health Insurance Portability and Accountability Act (HIPAA).
2. The Contractor protects any information – verbal, written, computer, electronic, photographs, or videotape. Employee and consultants may need access to confidential information to perform their assigned duties. However, maintaining confidentiality is a required duty of every employee, agent or consultant, and all others with access to information.
3. All Contractor employees understand it is their responsibility to:
  - A. Comply with the HIPAA Privacy Policy;
  - B. Protect and respect the privacy of patients and their information
  - C. Not access data on patients for whom they do not have responsibility and/or for whom they do not have a "need to know";
  - D. Keep information confidential and not disclose it to others, including employees, patients, and patient's family members unless properly authorized;
  - E. Refrain from conversation about information protected by the Privacy Policy;
  - F. Refer all requests and inquiries for confidential information to those who are responsible for release of information;
4. The Contractor's employees understand that violation of these requirements may result in disciplinary action up to and including termination of their employment, affiliation and/or contractual rights with the Contractor.



5. The Client shall at all times use their best efforts to protect the confidentiality of the Contractor's proprietary software and information and will not copy or distribute this information to anyone without the express written permission of the Contractor.

**General Provisions:**

1. This agreement constitutes the full terms agreed upon between both parties either written, verbal or implied and cannot be changed or altered without the written consent of both parties.
2. In the event that any portion of this agreement is found unenforceable, the remaining provisions will remain in full force and effect unless to do so would clearly violate the overall intentions of the parties.
3. This agreement shall be interpreted pursuant to the laws of the State of Georgia.
4. Headings are used herein as general terms and shall not be interpreted as limiting or effecting the contractual obligations contained herein.

Executed this 1st day of June 2021.

**CONTRACTOR:**

**Trinity EMS Consulting Services, LLC**

By: 

Name: Brian Haney

Title: CEO

**CLIENT:**

**Candler County EMS**

By: 

Name: Joseph Reynolds

Title: EMS Director

Exhibit C



TOTAL COST BID AGREEMENT

Date: May 5, 2021

Customer: Candler County

Caterpillar model: Cat 420 Backhoe

1) PURCHASE PRICE OF MACHINE:	\$	<u>132,500</u>
2) LESS REPURCHASE PRICE:	\$	<u>\$50,000</u>
3) TOTAL COST EQUALS #1 LESS #2, PLUS #3 EQUALS TOTAL COST BID PRICE	\$	<u>\$82,500</u>

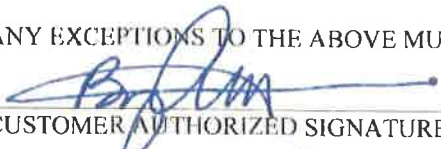
YANCEY BROTHERS COMPANY AGREES TO REPURCHASE THE MACHINE DESCRIBED ABOVE BEFORE FIVE (5) YEARS FROM DATE OF DELIVERY OR FIVE THOUSAND (5,000) HOURS, WHICHEVER OCCURS FIRST. AGENCY SHOULD PROVIDE 30 DAYS WRITTEN NOTICE OF INTENT TO EXERCISE THIS REPURCHASE AGREEMENT.

YANCEY BROTHERS COMPANY AGREES TO THE ABOVE REPURCHASE GUARANTEE SUBJECT TO THE MACHINE BEING RETURNED IN GOOD WORKING ORDER WITHOUT NEED OF REPAIR. ALL SHEET METAL, GUARDS, LIGHTS, GRAB IRONS, HANDRAILS, AND GLASS SHALL BE PROPERLY IN PLACE AND FUNCTIONAL. REPAIRS NECESSARY TO PUT THIS MACHINE IN ACCEPTABLE WORKING ORDER SHALL BE DEDUCTED FROM REPURCHASE GUARANTEE ABOVE. MACHINES MUST HAVE ALL TIRES WITH AT LEAST 50% TREAD REMAINING WITH NO MAJOR CUTS; OR UNDERCARRIAGE AT A MINIMUM OF AT LEAST 50% OR BETTER WEAR REMAINING. THE MACHINE MUST HAVE BEEN MAINTAINED ACCORDING TO CATERPILLAR REQUIREMENTS.

DISAGREEMENTS ARISING AS TO THE INTERPRETATION OF THIS AGREEMENT WILL BE RESOLVED BY AN ARBITRATION BOARD COMPRISED OF ONE PERSON NAMED BY YANCEY BROS. CO. AND ONE BY THE COUNTY/CITY. A THIRD PERSON WILL BE SELECTED BY THE TWO PREVIOUSLY NAMED. A DECISION BY ANY TWO OF THE THREE PERSONS WILL BE BINDING ON BOTH PARTIES. THE BOARD WILL MEET AND RESOLVE ALL ISSUES WITHIN THIRTY (30) DAYS UPON WRITTEN REQUEST OF EITHER PARTY.

THE AGENCY WILL HAVE THE RIGHT TO SELL OR DISPOSE OF THE MACHINE SUBJECT TO THE TERMS OF CATERPILLAR GUIDELINES. HOWEVER, THIS REPURCHASE AGREEMENT IS NOT TRANSFERABLE TO A THIRD PARTY.

ANY EXCEPTIONS TO THE ABOVE MUST BE AGREED TO IN WRITING FROM BOTH PARTIES.

  
CUSTOMER AUTHORIZED SIGNATURE

Bryan Aasheim  
PRINTED NAME

\_\_\_\_\_  
YANCEY BROS CO. AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME





# Earthmoving Sales Order

Yancey Bros.Co. 330 Lee Industrial Blvd.Austell, GA 30168

DATE May 05, 2021

PURCHASER: CANDLER COUNTY BOC			
STREET ADDRESS: 1075 E. HIAWATHA ST., SUITE A		<SAME>	
CITY/STATE: MDTTBR, GA	COUNTY: CANDLER	SHIP	
POSTAL CODE: 30439	PHONE NO: 912-685-2835	P	
CUSTOMER CONTACT: EQUIPMENT MR BRIAN ASHEIM		T	
PRODUCT SUPPORT MR JERRY LANIER		O	
INDUSTRY CODE: COUNTY GOVERNMENT (GV92)	PRINCIPAL WORK CODE: GOVERNMENTAL (A30)	FOB AT:	

CUSTOMER NUMBER: 802917	Sales Tax Exemption # (if applicable): N/A	QUOTE NO: 201283	CUSTOMER PO NUMBER:
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PAYMENT TERMS:			
NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	NEGOTIATED TERMS <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER 0	BALANCE TO FINANCE 0.00	CONTRACT INTEREST RATE 0.00	
PAYMENT PERIOD:	PAYMENT AMOUNT 0.00	NUMBER OF PAYMENTS: 0	OPTIONAL BUY-OUT

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: TBA	MODEL: 420	YEAR: TBA			
STOCK NUMBER: TBA	SERIAL NUMBER: TBA				
420 MP HYD E-STICK	542-7992	STABILIZER PADS, FLIP-OVER	9R-6007	AIR CONDITIONER, T4F	542-7810
LANE 3 ORDER	0P-9003	CUTTING EDGE, TWO PIECE,WIDE	9R-5320	THUMB, HYDRAULIC, NO TINE, BHL	282-5409
STICK, EXTENDABLE, 14FT	543-4284	INSTRUCTIONS, ANSI	559-0872	RADIO, FM BLUETOOTH	540-2298
PT, 4WD/2WS, POWERSHIFT	544-1066	SERIALIZED TECHNICAL MEDIA KIT	421-8926	HYD, MP, 6PCN/8BNK, ST, QC	554-4188
ENGINE, 74.5KW, C3.6 DITA, T4F	541-9540	PRODUCT LINK, CELLULAR, PLE643	560-6797	BUCKET-MP, 1.3 YD3, IT	216-8810
DISPLAY, STANDARD	545-5047	PACK, DOMESTIC TRUCK	0P-0210	BEACON, MAGNETIC MOUNT, STROBE	433-0154
WORKLIGHTS (8) HALOGEN LAMPS	491-6734	SHIPPING/STORAGE PROTECTION	461-6839	COUPLER, PG, MAN.D.LOCK, BHL	444-7500
BELT, SEAT, 2" SUSPENSION	206-1747	RUST PREVENTATIVE APPLICATOR	462-1033	THUMB, TINE, A 3	221-4283
COUNTERWEIGHT, 530 LBS	337-9695	CAB, DELUXE	544-0883	BUCKET-DC, 48", 13.0 FT3	212-8738
TIRES, 12.5 80/19.5L-24, GY	379-2161	SEAT, DELUXE FABRIC	573-4524		

TRADE-IN EQUIPMENT			SELL PRICE	132,500
MODEL: _____	YEAR: _____	SN.: _____	EXT WARRANTY	Included
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	NET BALANCE DUE	132,500
MODEL: _____	YEAR: _____	SN.: _____	TOTAL QUOTE PRICE	132,500
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
MODEL: _____	YEAR: _____	SN.: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
MODEL: _____	YEAR: _____	SN.: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 5px 0;">INITIAL <b>BA</b></div> <p>The customer acknowledges that he has received a copy of the YANCEY/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S O S) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary:  <b>12 Months Unlimited Hours</b></p> <p>420-60 MO/5000 HR PREMIER</p>	<input type="checkbox"/> USED EQUIPMENT WARRANTY <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 5px 0;">INITIAL</div> <p>All used equipment is sold as is where is and no warranty is offered or implied except as specified here:                  Warranty applicable:</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CSA

NOTES: 5 year 5,000 Hour Guaranteed Buy Back = \$50,000  
 5 Year 5,000 Hour Free Travel Time & Mileage

**THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE**

ORDER RECEIVED BY Jason Benton REPRESENTATIVE	APPROVED AND ACCEPTED ON CANDLER COUNTY BOC PURCHASER	PURCHASER  BY ADMINISTRATOR TITLE
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TERMS AND CONDITIONS

PRICE: THE PRICES LISTED ARE SUBJECT TO INCREASE IN THE EVENT (i) HIGHER PRICES ARE BEING GENERALLY QUOTED BY YANCEY BROS CO FOR SIMILAR EQUIPMENT AT THE TIME THE EQUIPMENT IS DELIVERED TO CUSTOMER, OR (ii) A CHANGE OCCURS IN THE CONTEMPLATED TIME OR MANNER OF DELIVERY

1. TITLE AND SECURITY INTEREST: (a) In the event this Order provides for a lease of the Equipment to Customer, Customer hereby acknowledges and agrees that title to all such equipment and to all replacements or substitutions thereof shall at all times remain in Yancey Bros. Co. Customer further agrees to keep the Equipment free from any all liens, claims, and security interests, and shall do or permit no act or thing whereby Yancey Bros. Co. title or rights may in any way be encumbered or impaired. Customer shall not be entitled to exercise any purchase option, which may be granted with respect to the Equipment if Customer is in default of its obligations to Yancey Bros. Co. under this Order or any equipment lease, conditional sales contract, or other agreement with Yancey Bros. Co. (b) In the event this Order provides for a sale of the Equipment to Customer, and Customer does not pay Yancey Bros. Co. in full for all obligations relating to the Equipment as designated by this Order upon or prior Customer does hereby create and grant a purchase money security interest in and to the Equipment in favor of Yancey Bros. Co., and Yancey Bros. Co. hereby reserves a purchase money security interest in the Equipment secure payment of all Customer's obligations to Yancey Bros. Co. in connection with the Equipment as provided under this Order. Upon customer's execution of this Order, and written acceptance thereof by this Order shall constitute a security agreement and shall be enforceable against Customer as such in accordance with the Uniform Commercial Code as adopted in the State of Georgia. Upon any default by Customer in its obligations pursuant to this Order, Yancey Bros. Co. may exercise any and all rights available to it by agreement or under law, including the aforesaid Uniform Commercial Code. Without limiting the generality of the foregoing, upon any default, Yancey Bros. Co. may declare the entire unpaid portion of the Customer's obligation hereunder immediately due and payable, and the agreement of sale or lease terminated, and may require Customer to assemble the Equipment and make it available to Yancey Bros. Co. at a convenient place designated by Yancey Bros. Co. in addition, Yancey Bros. Co. may, at its option, charge and collect from Customer, as liquidated damages, and amount equal to all costs and expenses incurred by Yancey Bros. Co. in delivering, repossessing, and returning the Equipment, plus rental payments for the period Customer had possession of the Equipment in an amount not less than the rental payments normally charged by Yancey Bros. Co. for similar equipment on a month-to-month lease.

As used herein, the term "Equipment" shall mean all machinery and equipment described in the face of this Order, together with all parts, accessories, supplies, materials, and other items attached to or located on the Equipment, and, unless the context otherwise requires, shall also include all dealer preparation services related to the Equipment which Yancey Bros. Co. may agree to provide.

- 1. Acceptance: Applicable Terms and Conditions of Purchase. (a) This Equipment order shall become a contract between Customer and Yancey Bros. Co., subject to all terms and conditions set forth herein and on the reverse side hereof, upon Yancey Bros. Co.'s written acceptance of this order at its offices at 330 Lee Industrial Blvd, Austell, Georgia. (b) Acceptance of this Equipment Order is expressly limited to the terms and conditions set forth herein and on the reverse side hereof. Yancey Bros. Co. shall not be bound by any provisions on Customer's purchase order, acceptance, or other forms or documents (including counter offers) which purport to impose any terms and conditions at variance with the terms and conditions herein set forth, and any such terms and conditions of Customer shall have no force or effect and shall not constitute any part of the applicable terms and conditions of the purchase or lease, except to the extent that said terms and conditions are separately and specifically agreed to in writing by Yancey Bros. Co. Yancey Bros. Co.'s failure to object to provisions contained in Customer's order, acknowledgement, or other forms or documents shall not be deemed a waiver of the provision of Yancey Bros. Co.'s terms and conditions herein set forth.
2. Payment: Customer hereby promises to pay to the order of Yancey Bros. Co. all amounts shown due on the reverse side hereof in accordance with the terms thereon set forth, together with all costs of collection, including (15%) percent as attorney's fees if collected by law or through an attorney at law. No discount or other reduction in the amount due may be taken by Customer unless specified on the face of this Order. Any check or remittance received from or for the account of Customer may be accepted and applied against any indebtedness or obligation owing by Customer, as shown by the books and records of Yancey Bros. Co. without prejudice to or the discharge of the remainder of any such indebtedness or obligations, regardless of any condition, proviso, statement, legend or notation appearing on, referring to or accompanying such check or remittance. Customer shall pay interest to Yancey Bros. Co. from maturity date of the invoice or the date any payment is due hereunder (i) if the amount payable exceeds \$3,000 at the rate per annum of one and one half (1 1/2%) percent, or (ii) if the amount payable is less than \$3,000 at the rate per annum of nine (9%) percent provided however, that in no event shall interest rate exceed this maximum lawful interest rate applicable.
3. Credit and Default: Yancey Bros. Co. may, at any time and from time to time, upon the occurrence of any adverse change in the financial condition or creditworthiness of Customer, limit or cancel the credit of Customer as to time and amount, and, as a consequence, may require a new application for credit or demand payment in cash prior to delivery of any unfilled or unpaid portion of this Order. Upon Customer's failure to make any such payment within ten (10) days after demand, or in the event of any default, breach or repudiation by Customer of any agreement with Yancey Bros. Co., or if customer shall become insolvent, call a meeting of its creditors, or make an assignment for the benefit of creditors, or if a bankruptcy, insolvency, reorganization or arrangement proceeding shall be commenced by or against Customer, Yancey Bros. Co. may cancel this and any other contracts with Customer (Customer remaining liable for all damages in connection therewith), defer any shipments hereunder, declare forthwith due and payable all outstanding bills of Customer under this or any other agreement, sell all or any part of the undelivered Equipment, without notice, at public or private sale, Customer to be responsible for the costs and expenses of such sale and for any deficiency. Yancey Bros. Co. to account to Customer for any excess (Yancey Bros. Co. having the right to become the buyer of such Equipment at any such sale), and bill all or any part of the undelivered Equipment to Customer. Approval of credit for one or more deliveries under this Order shall not be deemed a waiver of the provisions of this paragraph. Any property of Customer, including but not limited to Equipment billed and held (whether or not) at any time and in Yancey Bros. Co.'s possession, either as a principal or agent, shall be deemed held as security for, and may at Yancey Bros. Co.'s option be set off against any and all of Customer's obligations to Yancey Bros. Co.
4. Delivery Force Majeure: Yancey Bros. Co. makes no guarantee or warranty as to the exact date of shipment or delivery, and any date specified in this Order is merely an estimated date of shipment or delivery. Unless otherwise specified in writing, delivery of Equipment may be effected by (i) the acceptance of the Equipment from shipment by a licensed public truckman or common carrier, (ii) actual delivery of the Equipment to Customer by Yancey Bros. Co. or its agent, or (iii) allocation of the Equipment to Customer at Yancey Bros. Co.'s facilities and notification to Customer that Equipment is available for pick-up, where Customer has advised Yancey Bros. Co. that Customer will arrange for transportation of the Equipment. Except where the Equipment is being leased by Customer or payment is full it is not to be made until after the Equipment has been delivered to Customer, title to the Equipment shall pass to Customer upon delivery, subject to Yancey Bros. Co.'s right of stoppage in transit. Equipment involved and held at any location, for whatever reason, shall be at Customer's risk and Yancey Bros. Co. may, at its option, charge for insurance and storage of prevailing rates.
5. Yancey Bros. Co. shall not be liable for any non-delivery or delay in delivery of all or any part of the Equipment due to accidents, strikes, fires, floods, war, civil insurrections, government regulation, delay or inability to obtain labor material or services through Yancey Bros. Co.'s usual and regular sources, casualty, acts of God or any other conditions or causes of like or unlike nature beyond the control of Yancey Bros. Co. in any such event, Yancey Bros. Co. may, in its sole discretion, without notice to Customer, at any time and from time to time, postpone the delivery dates under this Order for a time, which is reasonable under all the circumstances, or make partial delivery or cancel all or any portion of this order.
a) Storage and Handling Charges: Yancey Bros. Co. may assess a service charge against Customer for handling, storing and transporting any of the Equipment ordered by Customer where Customer changes the terms of delivery from those set forth herein, or which Customer for any reason fails to accept when tendered by Yancey Bros. Co. or wrongfully rejects.
b) Risk of Loss, Insurance After delivery of Equipment to Customer, the risk of any loss, injury, or destruction of said Equipment shall be borne by Customer. Customer agrees to insure for the full insurable value thereof all of the Equipment and to keep the same insured against fire, theft, vandalism, and accidental physical damage on a standard policy with "Loss Payable Clause" for the benefit of Yancey Bros. Co. so long as any indebtedness to Yancey Bros. Co. is unpaid in connection with the Equipment. Customer shall purchase and maintain in effect during the term of this agreement, a Commercial General Liability Insurance policy, at an insured limit of no less than \$500,000 combined single limit per occurrence, with an insurer carrying an A.M. Best rating of no less than A-VII, written on an occurrence form, and including Yancey Bros. Co. as Additional Insured. Such insurance shall be considered primary insurance for the benefit of Yancey Bros. Co.
c) Additional Insured with any other insurance maintained by Yancey Bros. Co. to be excess and non-contributory with respect to claims, loss or liability arising from the operations of Customer.
d) Inspection and Notice of Nonconformity: Customer shall inspect the Equipment within five (5) days after the actual delivery of the Equipment at Customer's facilities or other location designated by Customer. Failure to make such inspection within five (5) day period shall constitute a waiver of the right to make any inspection prior to payment for the Equipment and shall further by a waiver of any defect which reasonable inspection prior to payment would have revealed. Yancey Bros. Co. shall in no event have any obligation to Customer for shortages or other patent defects in the Equipment unless written notice of such alleged shortages or defects shall have been delivered to Yancey Bros. Co. within ten (10) days after Customer's receipt of the Equipment, and Yancey Bros. Co. is afforded reasonable opportunity to examine the Equipment for the alleged shortages or defects within thirty (30) days after the receipt of such written notice. Customer's failure to reply promptly to Yancey Bros. Co.'s request for a full and detailed written statement of all alleged defects shall preclude Customer from relying on such defects to reject the Equipment. Customer's failure to comply with these requirements shall constitute irrevocable acceptance of the Equipment by Customer and bind Customer to pay the price of the Equipment.
e) Restrictions on Use: Customer shall comply with any and all limitations or restrictions, which may be imposed by Yancey Bros. Co. on the use and location of the Equipment where the Equipment is being leased to Customer or delivered to Customer prior to Customer's payment in full for the Equipment.
f) Customer's Remedies: In the event the Equipment is covered by any warranty from the manufacturer of the Equipment, such warranty shall be Customer's sole and exclusive remedy with respect to any alleged defects in the Equipment, whether relating to material, workmanship, performance, or any other matter, and Customer shall have no claims or rights of causes of action against Yancey Bros. Co. with respect to such alleged defects in the Equipment. Yancey Bros. Co. shall in no event be liable for any costs, expenses, or damages incurred or sustained by Customer arising from any alleged loss of profits, interruption of operations, or other incidental or consequential damages.
g) Power of Attorney: Customer does hereby irrevocably make, constitute and appoint Yancey Bros. Co. or any of its officers or designees Customer's true and lawful attorney in fact with full power and right to (i) complete, execute, and file any necessary or appropriate Uniform Commercial Code financing statements and similar documents evidencing or reflecting the grant by Customer of a security interest in and to the Equipment to Yancey Bros. Co., (ii) take possession of the Equipment and sell or cause to be sold such Equipment upon the occurrence of any default hereunder by Customer, and (iii) enter into and execute any and all agreements, conveyances, and other documents or instruments necessary or appropriate in connection with the enforcement by Yancey Bros. Co. of its rights and remedies upon the occurrence of any default hereunder by Customer, and Customer hereby ratifies and confirms all that Yancey Bros. Co. or its officers or designees, as such attorney in fact, shall do by virtue hereof. This power of attorney is one coupled with an interest and is irrevocable so long as there is any liability or obligation owing by Customer to Yancey Bros. Co. in connection with the equipment.
h) Indemnify to the equipment. Customer agrees to defend, indemnify, and hold harmless Yancey Bros. Co., and Yancey Bros. Co.'s officers, agents and employees from any and all claims, demands, actions, causes of action, damages, losses, costs and expenses (including reasonable attorney's fees) related to or arising from, in whole or in part, any act, error, omission, fault or negligence of Customer, Customer's officers, agents, employees, subcontractors, or anyone acting on Customer's behalf or for who actions Customer may be liable, related to the operation or use of equipment or goods leased under this contract. However, Customer's obligations under this paragraph shall not extend to the sole negligence of Yancey Bros. Co. or Yancey Bros. Co.'s officers, employees or agents.
i) Limitation of Actions: Any judicial proceeding or other cause of action which Customer may bring against Yancey Bros. Co. for any alleged default in its obligations to Customer must be asserted or instituted within one (1) year after actual delivery of the Equipment to Customer or after such cause of action shall arise, whichever is later.
j) Miscellaneous:
i. In the event more than one person, corporation, business association, or other entity constitutes the Customer identified on the reverse side hereof, all such persons, corporations, business associations, or other entities shall be jointly and severally liable to Yancey Bros. Co. for all indebtedness and obligations under this Order.
ii. Yancey Bros. Co. shall not, by any act, delay, omission or otherwise, be deemed to have waived any of the rights or remedies under this Order, and no waiver, whatsoever shall be valid against Yancey Bros. Co. unless in writing signed by an authorized representative of Yancey Bros. Co. and then only to the extent set forth herein. Yancey Bros. Co.'s waiver of any right or remedy under the terms of this Order on any one occasion shall not be construed as a waiver of any right or remedy which Yancey Bros. Co. would otherwise have on a future occasion.
iii. Except as otherwise expressly provided herein, any notice or communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid to Customer at Customer's address as the same appears on the reverse side hereof. Any such notice, if so mailed shall be deemed to have been received the third business day following such mailing. Customer may change its address for notice purposes by written notice to Yancey Bros. Co. as specified herein.
iv. The provisions of this Order shall be binding upon and shall inure to the benefit of the respective successors, assigns, heirs, and legal representatives of Customer and Yancey Bros. Co..
v. All rights and obligations under this Order, including matters of construction, validity and performance, shall be governed by the laws of the State of Georgia, including the provisions of the Uniform Commercial Code as enacted in said State.
vi. The various provisions of this Order are severable and any determination of invalidity, illegality, or unenforceability of any one provision hereunder shall have no bearing on the continuing force and effect of the remaining valid provisions hereof.
vii. Captions given to various sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof.
viii. Customer hereby agrees that Customer will execute and deliver to Yancey Bros. Co. any and all instruments, agreements, or other documents requested by Yancey Bros. Co. which Yancey Bros. Co. deems necessary or appropriate in connection with the sale or lease of Equipment to Customer.

6. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. This information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service motor hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar, Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Initial BA Date 5/5/21

Exhibit D

Candler County EMS  
AGREEMENT FOR COLLECTIONS SERVICES

May 20, 2021

Candler County wishes to enter into agreement with you, Creditors Bureau Associates to mediate our uncollected EMS accounts.

It is our desire to have the collection attempts applied to where we stop prior to the court process. If we need to revisit this in the future or you feel a discussion should take place between our two parties, please advance the subject.

The company that provides our Billing is:

TEMS Billing & Consulting Services 1661 E. Oglethorpe Hwy. Ste. E. Hinesville Ga.  
31313, Phone:1-844-399-6379 ext. 106, Fax: 1-912-332-7058

The primary contact is Christina Brant: [email-christina@temsconsultants.com](mailto:email-christina@temsconsultants.com)

I look forward to our collaboration.

Respectfully



Joseph Reynolds

EMS Director

Candler County EMS

Metter Ga. 30439

O-912-685-6007

C-912-536-7628



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**AGREEMENT FOR COLLECTION SERVICES**

AGREEMENT, made this 22nd day of April between Candler County EMS (hereinafter referred to as "Client") whose principal place of business is located at 1065 Hiawatha St. Metter, GA 30439 and Creditors Bureau Associates of Georgia, (hereinafter referred to as "CBA"), whose principal place of business is 112 Ward St, Macon, GA 31204.

WHEREAS, Client desires, from time to time during the term of this agreement, to submit to CBA for collection certain claims, accounts or other evidences of indebtedness (hereinafter called "claims"), and

WHEREAS, CBA desires to provide Client with collection services with respect to said claims.

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

1. CBA agrees that all activities of CBA shall be carried out in compliance with all applicable federal, state and local laws.
2. CBA is bonded and insured through American Collectors Association Group Insurance and Bond Program.
3. Client hereby warrants that all claims forwarded to CBA will be valid and legally enforceable debts of the identified debtor(s). Client further warrants that each account forwarded hereunder is in default at the time of placement, has not been paid or settled in full, or otherwise satisfied by the Debtor or any Co-Debtor or other person on the Account Debtor's behalf, and that no account placed hereunder is associated with a deceased or bankrupt Debtor, or a debtor who has requested a "cease and desist" or otherwise submitted any unresolved complaint.
4. Client warrants that forwarded account information is true and correct, and that all charges, interest, fees, and other items assessed to each Claim or Account is expressly authorized by the contract forming the basis of the obligation or otherwise authorized by law.





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5. Client warrants that it has obtained the prior express consent to call the consumers on any cell phone number provided.
6. Client agrees that it has, and will continue throughout the term of this Agreement, comply with all applicable federal, state and local laws with respect thereto. Further, Client agrees to provide, whenever requested to do so by CBA, written verification of a claim, a copy of the judgment, if any, on which the claim is based, and/or the name and address of the person or entity to whom the debt was originally owed, if different from Client.
7. The parties agree that CBA shall be entitled to a percentage of payments received, as set forth in the Terms and Conditions attached hereto as Exhibit A, as compensation for its services hereunder. The fee hereunder constitutes a percent of the amount collected, whether such monies are physically collected by CBA, Client, or any third party. CBA shall be entitled to receive said fee with respect to any Account placed hereunder, and for any amounts paid to Client in connection with the Claims, including by set-off, under the terms of any policy of insurance, by welfare or other governmental agencies, or through bankruptcy proceedings involving the debtor.
8. CBA shall be entitled to its full fee hereunder after termination of this agreement, or withdrawal or cancellation of any Account placement(s), when payment is received by Client within 90 days of termination or cancellation of placement, or when payment is received by Client pursuant to a settlement or other payment arrangement in existence at the time of termination or cancellation.
9. Client authorizes CBA to retain attorneys on behalf of Client as necessary to pursue legal action on Client's behalf. CBA and Client agree that before any such attorney is retained, or any legal action is taken against a consumer hereunder, Client shall provide authorization for this course of action in a separate written document provided by CBA.
10. Client and CBA agree that this Agreement shall include the TERMS AND CONDITIONS attached hereto as Exhibit A. Said TERMS AND CONDITIONS are hereby made part of this agreement as fully and effectually as if they were set forth herein.
11. The Agreement, including the TERMS AND CONDITIONS, contains the entire agreement between the parties hereto and cannot be amended or modified in any respect except by an amendment in writing signed by both parties.
12. If any court of competent jurisdiction shall rule that any provision of this agreement is invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall not be affected by said ruling.



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13. This agreement will be governed by the laws of the State of Georgia, and it shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

14. Client agrees to, and does hereby, indemnify, defend, and hold CBA, and its Affiliates, predecessors, successors, assigns, officers, directors, employees, agents, contractors, subcontractors, and attorneys, harmless from and against any claims, actions, suits, or other actual or threatened proceedings, and all losses, judgments, damages, expenses, or other costs (including reasonable attorney fees and disbursements to attorneys) incurred or suffered by CBA as a consequence of, or otherwise in connection with, (a) Client's actions or omissions (or the actions or omissions of Client's employees, agents, or affiliates) in connection with or related to any Account or Claims, and (b) any breach by Client of its representations, warranties and/or covenants contained in this Agreement.

15. This agreement commences on the date it is executed and shall continue for an initial term of one (1) year (the "Expiration Date") unless earlier terminated pursuant to this agreement. If this agreement is not terminated prior to the Expiration Date or as specified in this paragraph, at the Expiration Date of the initial term this agreement shall automatically renew upon the same terms and conditions for an additional successive term of one (1) year, and shall thereafter likewise continue to automatically renew upon the Expiration Date of each successive renewal term.

16. Either party may terminate this contract, with or without cause, by giving the opposite party written notice of the intention to terminate, at the address specified for notice by that party, at least sixty (60) days in advance of the Termination Date. Nothing in this paragraph shall be construed as limiting any additional provisions of this Agreement relating to the termination of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

Candler County EMS

Joseph Reynolds  
Officer

Date 04/22/2021

Creditors Bureau Associates

Colin Williams  
Officer

Date 04/22/2021



CREDITORS BUREAU ASSOCIATES OF GEORGIA  
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**EXHIBIT A**  
**TERMS AND CONDITIONS**

The parties agree as follows:

Collection fees are based on a contingency basis as follows:

25%	All First Placements
50%	Legal Accounts

Fees will be paid to CBA on all accounts paid directly to CBA as well as all accounts paid to the Client. Fees will not change regardless of account balance, age or degree necessary to collect accounts unless we forward an account or we have to litigate an account to get it collected.

CBA agrees to remit  gross or  net of all amounts collected by approximately the 20th day of each month. Fees on payments paid directly to Client will be  deducted from the Client's monthly remittance or  billed monthly to Client.

Client agrees to notify CBA immediately of any payment made directly to Client so that CBA's records will agree with those of Client at all times; a consumer's account balance must reflect a true and accurate balance when reporting account balance on consumer's credit file.

Client shall be responsible for all court costs and expenses of any litigation initiated on Client's behalf. CBA agrees to advance such costs and expenses on behalf of Client, and CBA shall be authorized to deduct the amount of any such advanced costs from Client's monthly remittances until fully reimbursed to CBA. To the extent allowed by Client's contract(s) with debtor(s), CBA will attempt to recover the costs and expenses from debtor(s).

It is agreed that CBA is authorized to list accounts with national credit reporting after the account has been placed with CBA for 30 days unless otherwise directed on an individual account basis.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

Candler County EMS

Joseph Reynolds  
 Officer

Date 04/22/2021

Creditors Bureau Associates

Colin Williams  
 Officer

Date 04/22/2021

## BUSINESS ASSOCIATE PRIVACY AMENDMENT

This Privacy Amendment (the "Amendment") is made and entered into as of the 22nd day of April, 2021 by and between Candler County EMS (the "Covered Entity") and Creditors Bureau Associates (the "Business Associate") (each a "Party" and collectively the "Parties").

**WHEREAS**, Covered Entity and Business Associate have entered into a services agreement under which Business Associate provides certain services to Covered Entity (the "Agreement"); and

**WHEREAS**, in providing such services, Business Associate will have access to Protected Health Information ("PHI")(as defined below); and

**WHEREAS**, certain services provided by Business Associate to Covered Entity may cause Business Associate to be considered a "business associate" under the privacy, security, and breach notification regulations issued under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5, as set forth in 45 C.F.R. Parts 160 and 164 (the "Privacy Rule," "Security Rule," and "Breach Notification Rule"; collectively, the "HIPAA Rules"); and

**WHEREAS**, Covered Entity and Business Associate wish to modify the Agreement to include certain provisions required by the Privacy Rule, the Security Rule, and the Breach Notification Rule to address situations where Business Associate may provide services that require Business Associate to have access to Covered Entity's PHI.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein and the provision of PHI by Covered Entity to Business Associate under the Agreement in reliance on this Amendment, the Parties agree as follows:

1. **Definitions.** For purposes of this Amendment, the terms below shall have the meanings given to them in this Section.
  - (a) **Breach** shall mean the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI, as defined in 45 C.F.R. §164.402.
  - (b) **Breach Notification Rule** shall mean that portion of the HIPAA Rules set forth at 45 C.F.R. Part 160 and in Subparts A and D of 45 C.F.R. Part 164.
  - (c) **Covered Entity** shall mean the entity or entities identified above as Covered Entity.
  - (d) **Data Aggregation** shall mean, with respect to PHI created or received by Business Associate in its capacity as the business associate of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of another covered entity, to

permit data analyses that relate to the Health Care Operations (defined below) of the respective Covered Entities. The meaning of "data aggregation" in this Amendment shall be consistent with the meaning given to that term in the Privacy Rule.

- (e) **Designated Record Set** shall mean a group of Records maintained by or for the Covered Entity that: (a) consists of medical records and billing records about individuals maintained by or for the Covered Entity; (b) consists of the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (c) consists of Records used, in whole or part, by or for the Covered Entity to make decisions about individual patients. As used herein, the term "Record" shall mean any item, collection or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for a provider. The term "designated record set", however, shall not include any information in the possession of Business Associate that is (i) the same as information in the possession of Covered Entity (information shall be considered the same information even if the information is held in a different format, medium or presentation or it has been standardized); (ii) any information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding, including but not limited to, any information subject to the attorney-client privilege, trial preparation immunity, attorney work product, peer review privilege or other privilege under applicable law; or (iii) any information that constitutes "psychotherapy notes" as defined in 45 C.F.R. § 164.501.
- (f) **De-Identify** shall mean to alter the PHI such that the resulting information meets the requirements described in 45 C.F.R. § 164.514(a) and (b).
- (g) **Effective Date** shall mean the date first written above.
- (h) **Electronic PHI** shall mean any PHI maintained in or transmitted by electronic media as defined in 45 C.F.R. § 160.103.
- (i) **Health Care Operations** shall have the meaning given to that term at 45 C.F.R. § 164.501.
- (j) **HHS** shall mean the U.S. Department of Health and Human Services.
- (k) **HITECH Act** shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- (l) **Privacy Rule** shall mean that portion of the HIPAA Rules set forth in 45 C.F.R. Part 160 and in Subparts A and E of 45 C.F.R. Part 164.
- (m) **Protected Health Information or PHI** shall mean information transmitted or maintained in any form or medium, including demographic information collected from an individual, that



- (i) is created or received by Covered Entity; and
- (ii) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual, and (a) identifies the individual or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual;

But limited to the information created or received by the Business Associate from or on behalf of the Covered Entity in connection with the Services.

The meaning of "protected health information" or "PHI" in this Amendment shall be consistent with the meaning given to that term in the HIPAA Rules.

- (n) **Security Incident** shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. This term shall not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate. The term shall be limited to such incidents involving PHI or information systems containing electronic PHI.
- (o) **Security Rule** shall mean that portion of the HIPAA Rules set forth in 45 C.F.R. Part 160 and in Subparts A and C of 45 C.F.R. Part 164.
- (p) **Services** means the services provided by Business Associate pursuant to the Agreement.
- (q) **Unsecured PHI** shall mean PHI that has not been secured in accordance with standards promulgated by the Secretary of HHS in guidance issued by HHS or the Office of Civil Rights ("OCR") under Section 13402(h)(2) of the HITECH Act.

## 2. Use and Disclosure of PHI.

- (a) Except as otherwise provided in this Amendment, Business Associate may use or disclose PHI as reasonably necessary to provide the Services contemplated in the Agreement to, or on behalf of, the Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this Amendment or as required by law.
- (b) Except as otherwise limited by this Amendment, Covered Entity authorizes Business Associate to use and disclose PHI in its possession for the proper management and administration of Business Associate's business and to carry out its legal responsibilities. Business Associate may disclose PHI for such purposes, provided that (i) such disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from such third party that the PHI will be held confidential

as provided under this Amendment and used or further disclosed only as required by law or for the purpose for which it was disclosed to such third party; and (b) an agreement from such third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of such breach.

- (c) Covered Entity does not authorize Business Associate to conduct Data Aggregation or De-Identification with respect to the PHI unless authorized expressly by Covered Entity in writing.
  - (d) Business Associate shall not use or disclose PHI in a manner other than as provided in this Amendment, as permitted under the Privacy Rule, or as required by law. Business Associate shall use or disclose only the minimum necessary amount of PHI, in accordance with Section 13405(b) the HITECH Act, or any implementing regulations adopted thereunder, for each use or disclosure of PHI hereunder.
  - (e) Business Associate shall not use and/or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity.
  - (f) Upon written request, Business Associate shall make available to Covered Entity any of Covered Entity's PHI that Business Associate has in its possession.
3. **Safeguards Against Misuse of PHI.** Business Associate shall use appropriate safeguards, and comply with the applicable provisions of the Security Rule with respect to electronic PHI, to prevent the use or disclosure of PHI other than as provided by the Agreement or this Amendment.
  4. **Reporting Impermissible Disclosures of PHI and Security Incidents.** Business Associate shall report to Covered Entity in writing any use or disclosure of PHI not provided for by this Amendment of which it becomes aware; and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event without unreasonable delay, but in no event later than five (5) calendar days of becoming aware of the event.
  5. **Reporting Breaches of PHI.** Business Associate shall notify Covered Entity in writing without unreasonable delay after discovery of any Breach of Unsecured PHI in accordance with 45 C.F.R. §164.410, but in no case later than five (5) calendar days after discovery. Business Associate shall provide information regarding such Breach (including, to the extent possible, identification of each individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been accessed, acquired, used, or disclosed during the Breach).
  6. **Mitigation of Disclosures of PHI.** Business Associate shall take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this Amendment, or of any Security Incident.

7. Agreements with Agents or Subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any of its agents or subcontractors that have access to, or to which Business Associate provides PHI, (a) agrees in writing to the same restrictions, conditions, and requirements concerning the uses and disclosures of PHI as apply to Business Associate with respect to PHI and as contained herein; and (b) agree in writing to comply with the applicable provisions of the Security Rule with respect to any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or Covered Entity.
8. Access to PHI by Individuals.
- (a) Upon request, Business Associate agrees to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set to enable Covered Entity to provide access to the PHI under 45 C.F.R. §164.524, in the time and manner designated by Covered Entity.
  - (b) In the event any individual or personal representative requests access to the individual's PHI directly from Business Associate, Business Associate shall forward that request to Covered Entity within five (5) business days.
  - (c) Any disclosure of, or decision not to disclose, the PHI requested by an individual or a personal representative and compliance with the requirements applicable to an individual's right to obtain access to PHI shall be the sole responsibility of the Covered Entity.
9. Amendment of PHI.
- (a) Upon request from Covered Entity, Business Associate shall make available for amendment and/or shall amend PHI or a Record about an individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate, as directed by Covered Entity in accordance with procedures established by 45 C.F.R. § 164.526. Any request by Covered Entity to amend such information shall be completed by Business Associate within fifteen (15) business days of Covered Entity's written request.
  - (b) In the event that any individual requests that Business Associate amend such individual's PHI or Record in a Designated Record Set, Business Associate shall forward such request to Covered Entity within five (5) business days.
  - (c) Any amendment of, or decision not to amend, the PHI or Record as requested by an individual and compliance with the requirements applicable to an individual's right to request an amendment of PHI shall be the sole responsibility of the Covered Entity.
10. Accounting of Disclosures.
- (a) Business Associate shall document any disclosures of PHI made by it, to the extent that Covered Entity would have an obligation to account for such

disclosures under 45 C.F.R. § 164.528. Business Associate also shall make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 C.F.R. § 164.528. At a minimum, Business Associate shall furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes the basis for such disclosure. Business Associate shall furnish to Covered Entity information collected in accordance with this Section, promptly, but in no event later than thirty (30) days after written request by the Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 C.F.R. § 164.528

- (b) Business Associate hereby agrees to implement an appropriate recordkeeping system to enable it to comply with the requirements of this Section. Business Associate agrees to retain such records for a minimum of six (6) years.
  - (c) In the event that Covered Entity elects to provide an individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the individual, if and to the extent required under Section 13405(c) of the HITECH Act and any regulations adopted thereunder.
  - (d) Except as set forth in Section 10(c), in the event that an individual delivers the request for an accounting directly to Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days.
  - (e) Except as set forth in Section 10(c), Covered Entity shall maintain sole responsibility for preparing and delivering any accounting requested and for complying with the requirements applicable to an individual's right to obtain an accounting of disclosures of PHI.
11. **Assumption of Covered Entity Obligations.** Except as expressly provided herein or in a writing duly signed by authorized representatives of the Parties as an amendment to either the Agreement or this Amendment, Business Associate shall not assume any obligations of Covered Entity under the Privacy Rule. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule as expressly provided herein or through a written amendment, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.
12. **Availability of Books and Records.** Business Associate shall make available its internal practices, books, and records relating to the use and disclosure of PHI, upon request, to the Secretary of HHS for purposes of determining Covered Entity's or Business Associate's compliance with the Privacy Rule, the Security Rule, the Breach Notification Rule, and this Amendment. Notwithstanding the foregoing, prior to any such disclosure

to the Secretary of HHS or any other federal or state agency, Business Associate shall notify Covered Entity in writing of such request and shall furnish Covered Entity with copies of such request. Covered Entity and Business Associate agree to work together in responding to any such request, including but not limited to engaging in an effort to obtain a confidentiality agreement, protective order, injunction or court order, if necessary, to preserve any applicable privilege.

**13. Covered Entity's Obligations.**

- (a) Except as set forth in sections 2(a)-2(b), Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under, or that would violate, the Privacy Rule if done by the Covered Entity.
- (b) To the extent that such limitations, changes, or restrictions may affect Business Associate's ability to use or disclose PHI to provide Services, Covered Entity will notify Business Associate of
  - (i) any limitations on the use or disclosure of PHI contained in Covered Entity's Notice of Privacy Practices;
  - (ii) any changes in, or revocation of, any authorization by an individual to use or disclose his or her PHI; and/or
  - (iii) any restrictions on the uses or disclosures of PHI that Covered Entity has agreed to or is required to comply with under 45 C.F.R. § 164.522.
- (c) Covered Entity will provide Business Associate with only the minimum necessary PHI for Business Associate to provide the Services.

**14. Term and Termination.**

- (a) This Amendment shall become effective on the date first written above, and shall continue in effect until all obligations of the Parties have been met under the Agreement and under this Amendment. Notwithstanding the foregoing, upon the expiration or termination of the underlying Agreement for any reason, this Amendment shall automatically terminate and such termination shall have the same effective date as the Agreement's termination or expiration.
- (b) Either party may terminate immediately this Amendment, the Agreement, and any other related agreements, if feasible, if/when that party makes a determination that the other party has breached a material term of this Amendment and the defaulting party has failed to cure that material breach, to the non-defaulting party's reasonable satisfaction, within thirty (30) days after written notice from the non-defaulting party.
- (c) Upon termination of the Agreement or this Amendment for any reason, all PHI maintained by Business Associate shall be returned to Covered Entity or destroyed by Business Associate. Business Associate shall not retain any copies

of such information. This provision shall apply to PHI in the possession of Business Associate's agents and subcontractors. Within 60 days after the effective termination date of this Amendment, Covered Entity shall retrieve or otherwise receive the PHI to be returned under this Amendment; otherwise, Business Associate shall be entitled, in its sole discretion and without the requirement of written notice to Covered Entity, to destroy the PHI, unless return or destruction of such PHI is determined infeasible by Business Associate as described below. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate shall furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon determination by Business Associate that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this Amendment to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible. This Section 14(c) shall survive any termination of this Amendment.

15. **Effect of Amendment.** This Amendment is a part of and subject to the terms of the Agreement, except that to the extent any terms of this Amendment conflict with any term of the Agreement, the terms of this Amendment shall govern. In the event of inconsistency between the provisions of this Amendment and mandatory provisions of the HIPAA Rules, as amended pursuant to the HITECH Act or otherwise, or their interpretation by any court or regulatory agency of competent authority and jurisdiction over either Party hereto, the HIPAA Rules, as interpreted by such court or agency, shall control. Where the provisions of this Amendment are different from those mandated in the HIPAA Rules, but are nonetheless permitted by such rules as interpreted by courts or agencies, the provisions of this Amendment shall control.
16. **Regulatory References.** A reference in this Amendment to a section in the Privacy Rule, the Security Rule, or the Breach Notification Rule means the section as amended or added pursuant to the HITECH Act, and as further amended, from time to time.
17. **Notices.** All notices, requests and demands or other communications to be given hereunder to a Party shall be made via first class mail, registered or certified or express courier to such Party's address given below, and/or via facsimile to the facsimile telephone numbers listed below:

If to Covered Entity, to:

Candler County EMS  
1065 Hiawatha St.  
Metter, GA 30439

Attention: Joseph Reynolds

If to Business Associate, to:  
Creditors Bureau Associates  
112 Ward St.  
Macon, GA 31201  
Attention: Calder Willingham

- 18. **Amendments; Waiver; Interpretation.** This Amendment may not be modified, nor shall any provision be waived or amended, except in writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- 19. **HITECH Act Compliance.** The Parties acknowledge that the HITECH Act includes provisions that require significant changes to the Privacy Rule and the Security Rule, as well as provisions regarding promulgation of the Breach Notification Rule. The Privacy Subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under the HIPAA Rules. Many of these changes may be further clarified in forthcoming regulations and/or guidance by HHS or OCR. Each Party agrees to comply with the applicable provisions of the HITECH Act and any implementing regulations issued thereunder.
- 20. **No Third Party Beneficiaries.** Business Associate and Covered Entity do not intend to confer, nor does anything express or implied in this Amendment confer, upon any person other than Business Associate and Covered Entity, and their respective successors or assigns, any rights, remedies or obligations or liabilities whatsoever.
- 21. **Independent Contractor.** The Business Associate is performing services pursuant to the Agreement and for all purposes hereunder, Business Associate's status shall be that of an independent contractor.

IN WITNESS WHEREOF, this Amendment is executed by the Parties as of the date first written above.

*Signatures appear on next page.*

**BUSINESS ASSOCIATE:**

Calder Willingham

**By:** Calder Willingham

**Title:** President

**COVERED ENTITY:**

Joseph Reynolds

**By:** Joseph Reynolds

**Title:** Director



## Exhibit E

**RESOLUTION REQUESTING SALES TAX INFORMATION  
FROM THE GEORGIA DEPARTMENT OF REVENUE  
PURSUANT TO O.C.G.A. § 48-2-15(D.1) AND  
NAMING A DESIGNATED OFFICER FOR ALL RELATED PURPOSES**

**WHEREAS**, Georgia Code (O.C.G.A.) § 48-2-15, as amended in 2018, authorizes the Commissioner of the Georgia Department of Revenue (hereinafter the "DOR Commissioner") to Provide certain confidential sales tax information to the "designated finance officer or taxing official" of counties and other local governments; and

**WHEREAS**, more specifically, (O.C.G.A.) § 48-2-15 (d.1) authorizes the DOR Commissioner to provide to a local government's designated officer, upon request, certain information relating to vendors that have submitted sales tax reports within the period of time set forth in that request; and

**WHEREAS**, (O.C.G.A.) § 48-2-15 (d.1) further allows the local government's designated officer to request that the DOR Commissioner validate, from time to time, the political subdivision to which sales taxes are being remitted by taxpayers with a business location within that government's boundaries; and

**WHEREAS**, County desires to obtain the sales tax information described in the above Georgia Code Section;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of Candler County, as follows:

1. The Board of Commissioners hereby designates the following finance or tax official as Candler County's Designated Officer for all purposes described in O.C.G.A. § 48-2-15 (d.1):

Bryan Aasheim  
1075 East Hiawatha Street, Suite A  
Metter, Georgia 30439  
[baasheim@candlerco-ga.gov](mailto:baasheim@candlerco-ga.gov)

2. The Board of Commissioners hereby requests that the DOR Commissioner (or his/her designee) furnish to the above-named Designated Officer all vendor sales tax information described in O.C.G.A. § 48-2-15 (d.1) (1) for Candler County for the following time period: April 1, 2020 to March 31, 2021

3. In accordance with O.C.G.A. § 48-2-15 (d.1) (2) (B) and following receipt of the information described in Paragraph 2, above, the Designated Officer is hereby authorized to request validation by the DOR Commissioner of the political subdivision to which one or more vendors/taxpayers with a business location in Candler County have remitted sales taxes for the designated period, with such validation request to contain the business name and location address of each such vendor/taxpayer and such other information as may assist the DOR Commissioner in responding to such validation request;
4. The Designated Officer shall use such information only in the discharge of his/her duties and shall maintain the confidentiality of such information as required by O.C.G.A. § 48-2-15 (d.1); and
5. The Board of Commissioners of Candler County shall comply with all confidentiality requirements of O.C.G.A. § 48-2-15 (d.1), including, but not limited to, the requirements that 1) such information may only be discussed by members of the board of Commissioners in executive session and 2) members of the Board of Commissioners shall recuse themselves from such executive session discussions in the event of a conflict of interest as described in the above Georgia Code Section.

**BE IT FURTHER RESOLVED**, that this Resolution shall become effective upon its approval by the Candler County Board of Commissioners, and the official named above shall remain Candler County's Designated Officer for all purposes under O.C.G.A.) § 48-2-15 (d.1) until further action of the Candler County Board of Commissioners.

**BE IT FURTHER RESOLVED**, that the County Clerk is hereby directed to provide a certified copy of this Resolution to the Georgia Department of Revenue via email ([public.disclosure@dor.ga.gov](mailto:public.disclosure@dor.ga.gov)) or to otherwise transmit a copy of this Resolution as may directed by the Georgia Department of Revenue.

**PASSED AND RESOLVED** this 17<sup>th</sup> day of May, 2021.

**COUNTY OF CANDLER, GEORGIA**



[Affix Seal]

By:   
Klyn Thrift, Chairman


Attest:   
Kellie Lank, Clerk

## CLERKS CERTIFICATE

The undersigned Clerk of the Board of Commissioners of Candler County, keeper of the records and seal thereof, certifies that the foregoing is a true and correct copy of a resolution approved and adopted by majority vote of said Board of Commissioners in a meeting assembled on May 17, 2021, the original of which resolution has been entered in the official records of said Board of Commissioners under my supervision and is in my official possession, custody, and control.

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



  
Kellie Lank, Clerk  
Board of Commissioners of Candler County

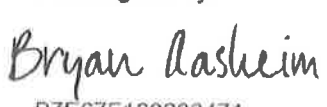
OMB Approved No. 1505-0271  
 Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY  
 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: Candler County Board of Commissioners 1075 E Hiawatha St Metter, GA 30439, Georgia, 30439	DUNS Number: 040693780 Taxpayer Identification Number: 586000793 Assistance Listing Number: 21.019
--------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

DocuSigned by:  
 Recipient:   
 B7E67F169283471...

Authorized Representative: Bryan Aasheim

Title: County Administrator

Date signed: 5/11/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

## Exhibit F

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.
- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
    - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
    - ix. Generally applicable federal environmental laws and regulations.
  - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
    - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Candler County Board of Commissioners

5/11/2021

Recipient

Date

DocuSigned by:  
*Bryan Asheim*  
07E67E109283471

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

## Exhibit G

PROPOSED ACCG LETTER TO GOVERNOR KEMP  
AND ATTY GENERAL CARR

Governor Brian Kemp  
206 Washington Street  
Suite 203, State Capitol  
Atlanta, GA 30334

Attorney General Chris Carr  
Office of the Attorney General  
40 Capitol Square, SW  
Atlanta, GA 30334

Dear Governor Kemp and Attorney General Carr:

We are writing this letter on behalf of 111 of our member counties who are represented by numerous law firms in the pending National Opioid Litigation. A list of those members and their opioid litigation law firms are attached hereto. We believe that discussions between the State of Georgia and its local governments are long overdue concerning potential national opioid settlements. As you are aware, governors and attorney generals in Ohio, Texas and Arizona have consulted with their respective local governments and have reached agreements as to how any settlement with opioid distributors, manufacturers and others will be distributed as between the state and such local governments.

We understand that several other states are on the verge of executing similar agreements.

The ACCG believes that an agreement between the State of Georgia and its local governments would be beneficial for all parties involved, would facilitate quicker payouts to the state and local governments and would make the opioid defendants more likely to settle their claims with Georgia and its local governments.

As you are well aware, the opioid crisis has greatly affected each of our county members and we want to be sure that their respective interests, along with the State of Georgia's respective interests, are considered and protected in any opioid settlement negotiations you undertake. We understand that counsel for our 111 member counties have previously requested a meeting on these issues. We urge you to schedule a meeting as soon as possible with representative counsel for these counties and thank you for your continued efforts in the National Opioid Litigation and all ongoing settlement negotiations.

Sincerely,

cc: Roy Barnes ([roy@barneslawgroup.com](mailto:roy@barneslawgroup.com))  
John Bevis ([bevis@barneslawgroup.com](mailto:bevis@barneslawgroup.com))  
John Salter ([john@barneslawgroup.com](mailto:john@barneslawgroup.com))  
John Bartholomew ([jbartholomew@barneslawgroup.com](mailto:jbartholomew@barneslawgroup.com))  
Leigh Barnes ([leigh@barneslawgroup.com](mailto:leigh@barneslawgroup.com))  
Jimmy Franklin ([jimmy@franklinlawllc.com](mailto:jimmy@franklinlawllc.com))  
Rebecca Harris ([rebecca@franklinlawllc.com](mailto:rebecca@franklinlawllc.com))  
Rhon Jones ([Rhon.Jones@BeasleyAllen.com](mailto:Rhon.Jones@BeasleyAllen.com))  
Lance Cooper ([lance@thecooperfirm.com](mailto:lance@thecooperfirm.com))