

1

BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA
AGENDA
REGULAR MEETING
5:00 P.M.
July 15, 2024

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. Application for Commission approval, permit, or variance –
 - a. Zarzycki, Scott (Parcel 012 049 013, Location Permit No: 200795) – Request for an extension of time under the Candler County Manufactured Home Ordinance for the completion of set up and final inspection
6. Approval of Minutes –
 - a. July 1, 2024
7. Old Business
 - a. Discussion regarding the proposed Candler County Zoning Ordinance
 - Public Listening Session scheduled for Tuesday, August 6th at 5:30 p.m. at the Wilcox Auditorium (210 S. College St, Metter)
 - Final Zoning Draft Ordinance published on July 3, 2024
8. New Business
 - a. Consideration of approval of an engagement letter with Lanier, Deal, Proctor & Bloser for audit services for FY24 at an estimated cost of \$31,950; with an additional cost of \$4,000 should single-audit services be required
 - b. Consideration of EMC Engineers cost estimate for additional paving of the E Hiawatha project to extend resurfacing to GA Hwy 46 (TIA 2: HG-Candle-001/PI-0018461, EMC: 23-2035)
 - c. Consideration of a proposal from Stericycle for an amended medical waste agreement for FY25 to reduce the monthly costs from \$332 to \$232.51
 - d. Consideration of a request from EMS Director Winkler to amend the appropriation for the 2024, Type 1 Ambulance project to reduce it by \$52,329.76; to deduct the Stryker Power Load cot and mechanism from the project; to create a new project to modify the existing cot mechanism in EMS M5 and to install the power load mechanism and stretcher conversion to a power load cot at a project cost of \$33,000
 - e. Consideration of a proposal from Stryker for preventive maintenance on the ambulance power load systems; with options presented for one-year (\$12,591.90) and three-year (\$37,775.70: \$12,591.90 per year) agreements
 - f. Consideration of a proposal from EMS Director Winkler for a change to the EMS staffing policy to increase the number of full time Paramedic positions at Candler EMS
 - g. Consideration to enter into an agreement with the American Red Cross to utilize the Jack Strickland Building to provide services to individuals, families, and communities when disasters strike in Candler County

2

BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA
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- h. Consideration of a proposed agreement between the State of Georgia Department of Human Services and Candler County for Family Connections at an annual cost \$56,250 which I a reimbursable grant; and, to increase the fiscal year 2025 budget and revenue for Family Connections to \$56,250

- 9. Report from Chairman
- 10. Report from County Administrator
- 11. Report from Attorney
- 12. Reports from Commissioners
- 13. Executive Session
- 14. Adjournment

Board of Commissioners of Candler County
Monday, July 15, 2024
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, July 15, 2024, 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 Blake Hendrix, Commissioners Gregory Thomas, and Jonathan Williamson in attendance. Also attending were County Administrator Bryan Aasheim, Deputy County Clerk Clara Frink, Assistant County Attorney Cindy Delgado. Commissioner David Robinson did not attend this meeting.

The following guests were present at the meeting: Candler County Sheriff's Office, Captain Justin Wells; Fronnie and Curtis Barlow, Tim Spencer, Brad Jones, Tre' Ross, Larry Beasley, Todd Kemp, Dennis and Cheryl Allen, Lillie Howell, Victoria Gaitten and Dan Chicola with EMC Engineering Services, Inc. Jerri Goodman represented The Metter Advertiser.

1. Call to Order, Regular Meeting, Candler County Board of Commissioners

Chairman Thrift called the meeting to order at 5:01 p.m.

2. Invocation and Pledge of Allegiance –

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

3. Approval of Agenda

Mr. Aasheim requested the agenda be amended to add the following items:

8. New Business

- g. Consideration to enter into an agreement with the American Red Cross to utilize the Jack Strickland Building to provide services to individuals, families, and communities when disasters strike in Candler County
- h. Consideration of a proposed agreement between the State of Georgia Department of Human Services and Candler County for Family Connections at an annual cost \$56,250 which is a reimbursable grant; and, to increase the fiscal year 2025 budget and revenue for Family Connections to \$56,250

Commissioner Thomas made a motion to amend the agenda as Administrator Aasheim requested. Chairman Thrift provided a second. The motion carried 4-0.

4. Citizens wishing to address the Commission– *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*

a. Michael Karvo –Mr. Karvo was unable to attend this meeting. However, he sent a letter to the Commissioners.

b. Todd Kemp – Mr. Kemp approached the Board to inform the Commissioners that the Zoning pertaining to Solar Farms directly affects him. He expressed he is 100% against a solar farm being in his back yard.

c. Cheryl Allen – Mrs. Allen explained to the Commissioners that she lives on Canoochee Road and the solar panel farm affects her as well. She went on to say her family has owned the 800+ acres for four generations where Silcon Ranch has been attempting to receive a permit for the solar panel

farm. Mrs. Allen used the new Detention Center Project and the City of Metter’s new housing and fire station projects as examples of the new developments within Candler County that may increase the tax burden on the citizens. She then explained how in her opinion, the \$500,000.00 offered from the solar panel company would help alleviate some of this tax burden.

d. Brad Jones – Chairman-elect Jones, approached the Board, identifying himself as a resident inside of the City of Metter as well as a land owner in the unincorporated area of Candler County. He confirmed Mrs. Allen’s story of the offer of \$500,000.00 annually if it is placed on a 25-year solid payout. He then explained this money would not go towards City of Metter projects, specifically these payout funds would not be spent to supply water and sewer to the housing projects she referenced. The burden of providing services would fall on the City of Metter. However, the funds could help build a fire station that provides services to both the incorporated and unincorporated areas of Candler County and could partly be utilized for building the jail, if needed. However, the 2024SPLOST funds are earmarked to pay for this project. Administrator Aasheim then provided details of the graduated scale over the 25-year pay schedule that Silicon Ranch has agreed to pay Candler County. The County would collect in total for the project over 25 years is predicted to be \$5,228,402.60. Chairman-elect Jones then expressed concerns about decommissioning of the solar farm when the 25 years has ended. Mrs. Allen interjected stating she was told Silicon Ranch had already presented the decommissioning plans. Administrator Aasheim expounded on the plan that was submitted by Silicon Ranch that was provided to Candler County had a document that described decommissioning in general terms. However, the document did not provide for the costs or allocate any resources towards the future costs of decommissioning. Chairman-elect Jones and Mrs. Allen discussed the progress of the Candler County Zoning Ordinance and how the moratorium will be null and void and will be lifted at that time. At that time, Silicon Ranch can come before the Candler County Planning and Zoning Board to present the rezoning request from AG3 because a solar farm is not considered agricultural.

5. Application for Commission approval, permit or variance

- a.** Zarzycki, Scott (Parcel 012 049 013, Location Permit No: 200795) – Request for an extension of time under the Candler County Manufactured Home Ordinance for the completion of set up and final inspection

Administrator Aasheim requested this item be removed due to the fact this is the second opportunity Mr. Zarzycki has been extended to make this request and he has not been present during at either meeting.

Vice-Chairman Hendrix made a motion to remove Zarzycki, Scott (Parcel 012 049 013, Location Permit No: 200795) – Request for an extension of time under the Candler County Manufactured Home Ordinance for the completion of set up and final inspection from the agenda. Commissioner Thomas provided a second. The motion carried 4-0.

6. Approval of the Minutes –

- a. July 1, 2024**

Vice-Chairman Hendrix made a motion to approve the July 1, 2024 1st Regular Meeting Minutes as presented. Commissioner Williamson provided a second. The motion carried 4-0.

7. Old Business

a. Discussion regarding the proposed Candler County Zoning Ordinance

i. Public Listening Session scheduled for Tuesday, August 6th at 5:30 p.m. at the Wilcox Auditorium (210 S. College St, Metter)

ii. Final Zoning Draft Ordinance published on July 3, 2024

Administrator Aasheim requested this item be tabled considering there are no new updates since the last meeting. The 3rd Public Listening Session is scheduled and the updated ordinance is posted.

Chairman Thrift made a motion to table the item Discussion regarding the proposed Candler County Zoning Ordinance. Vice-Chairman Hendrix provided a second. The motion carried 4-0.

8. New Business

a. Consideration of approval of an engagement letter with Lanier, Deal, Proctor & Bloser for audit services for FY24 at an estimated cost of \$31,950; with an additional cost of \$4,000 should single-audit services be required

Administrator Aasheim presented the proposed engagement letter with Lanier, Deal, Proctor & Bloser for audit services for FY24. He then spoke of the significant delay in the FY23 audit performance which came to some extent as a result of the County not providing the information that was required in a timely manner. This was discussed with Mr. Richard Deal at the time of the FY23 Audit presentation during the June 3, 2024 Commission meeting. Plans are to get the FY24 audit started much earlier. Administrator Aasheim also mentioned previous discussion to bid the audit services out. Aasheim added he is open to bidding out this service if the Commissioners desire to do so. However, he recommended accepting this proposal for the FY24 audit and then on or around January 1st when the new commissioners are installed, we can discuss whether or not we want to put out an RFP and solicit bids for the service for FY25.

Vice-Chairman Hendrix made a motion to approve an engagement letter with Lanier, Deal, Proctor & Bloser for audit services for FY24 at an estimated cost of \$31,950; with an additional cost of \$4,000 should single-audit services be required. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit A)

b. Consideration of EMC Engineers cost estimate for additional paving of the E Hiawatha project to extend resurfacing to GA Hwy 46 (TIA 2: HG-Candle-001/PI-0018461, EMC: 23-2035)

Administrator Aasheim presented the cost proposal from Sikes Brothers, Inc. He then invited Mr. Dan Chicola from EMC Engineering to give specifics for additional paving of the East Hiawatha project to extend resurfacing to Highway 46. Mr. Chicola explained that Sikes Brothers has extended the line-item pricing from the original base contract on East Hiawatha Street paving project to extend a resurfacing portion to GA Highway 46. He explained this proposal should be a very close representation of the cost to complete the project. Administrator Aasheim added he anticipates the additional resurfacing should also fall within the projected TIA budget for this project. The County will be fully reimbursed from GDOT through TSPLOST funds for the costs of this project, \$1,036,000.00.

Commissioner Thomas made a motion to approve the resurfacing proposal from Sikes Brothers for additional paving of the E Hiawatha project to extend resurfacing to GA Hwy 46 (TIA 2:

6
HG-Candle-001/PI-0018461, EMC: 23-2035). Vice-Chairman Hendrix provided a second. The motion carried 4-0. (Exhibit B)

Mr. Chicola then gave a quick update on Mac Wac Road. The road is expected to be closed July 24, 2024 with detour signage place during the closure while the resurfacing project is completed.

c. Consideration of a proposal from Stericycle for an amended medical waste agreement for FY25 to reduce the monthly costs from \$332 to \$232.51

Administrator Aasheim presented a proposal from Stericycle for an amended medical waste agreement for FY25 to reduce the monthly costs from \$332.00 to \$232.51. Director Winkler recommended a quarterly pick-up.

VICE-Chairman Hendrix made a motion to approve the Stericycle contract for an amended medical waste agreement for FY25 to reduce the monthly costs from \$332 to \$232.51. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit C)

d. Consideration of a request from EMS Director Winkler to amend the appropriation for the 2024, Type 1 Ambulance project to reduce it by \$52,329.76; to deduct the Stryker Power Load cot and mechanism from the project; to create a new project to modify the existing cot mechanism in EMS M5 and to install the power load mechanism and stretcher conversion to a power load cot at a project cost of \$33,000

Administrator Aasheim presented a request from EMS Director Winkler to amend the appropriation for the 2024, Type 1 Ambulance project to reduce it by \$53,329.76. This reduction is possible by deducting the Stryker Power Load coat and mechanism from the project. Director Winkler requests a new project in the amount of \$33,000.00 can achieve the same product by modifying the exiting cot mechanism in EMS M5 and installing the power load mechanism and stretcher conversion kit to a power load cot.

Vice-Chairman Hendrix made a motion to approve the request from EMS Director Winkler to amend the appropriation for the 2024, Type 1 Ambulance project to reduce it by \$52,329.76; to deduct the Stryker Power Load cot and mechanism from the project; to create a new project to modify the existing cot mechanism in EMS M5 and to install the power load mechanism and stretcher conversion to a power load cot at a project cost of \$33,000. Commissioner Thomas provided a second. The motion carried 4-0.

e. Consideration of a proposal from Stryker for preventive maintenance on the ambulance power load systems; with options presented for one-year (\$12,591.90) and three-year (\$37,775.70: \$12,591.90 per year) agreements

Administrator Aasheim recommended approving the three-year preventative maintenance agreement with Stryker to maintain the ambulance power load systems. He explained approving the three-year PM will lock in the \$12,591.90 per year price for the extent of the agreement. The annual payment for three years would not increase from this amount.

Commissioner Thomas made a motion to approve the three-year (\$37,775.70: \$12,591.90 per year) agreement. Vice-Chairman Hendrix provided the second. The motion carried 4-0. (Exhibit D)

f. Consideration of a proposal from EMS Director Winkler for a change to the EMS staffing policy to increase the number of full time Paramedic positions at Candler EMS

Administrator Aasheim presented a proposal from EMS Director Winkler for a change to the EMS staffing policy to increase the number of full time Paramedic positions at Candler EMS. Director Winkler's memorandum was provided describing in detail the increased interest in full-time positions and the need for additional paramedics. Director Winkler was unable to be present at this meeting due to providing service for the shift during a call at the time of the meeting. Administrator Aasheim spoke to the increases in the budget to accommodate this proposal and attributed the sudden interest of becoming a Candler County EMS employee to the leadership of Director Winkler. Chairman Thrift also requested that Director Winkler possibly provide an update before the Board of Commissioners when he is present at the next meeting.

Commissioner Thomas made a motion to approve the change to the EMS staffing policy as requested by Director Winkler to increase the number of full-time Paramedic positions at Candler County EMS by two positions. Vice-Chairman Hendrix provided a second. The motion carried 4-0. (Exhibit E)

g. Consideration to enter into an agreement with the American Red Cross to utilize the Jack Strickland Building to provide services to individuals, families, and communities when disasters strike in Candler County

Administrator Aasheim opened the floor to EMA Director, Justin Wells, to present the agreement with American Red Cross to utilize the Jack Strickland Building to provide services to individuals, families, and communities when disasters strike in Candler County. Director Wells stated this agreement will allow the Jack Strickland Building to be utilized during situations of disaster such as wild fires, tornados, and other disastrous events where people can find shelter. This agreement is a requirement before Candler County EMA can move forward with providing a local shelter to its residents and to possibly evacuees from surrounding areas.

Vice-Chairman Hendrix made a motion to approve an agreement with the American Red Cross to utilize the Jack Strickland Building to provide services to individuals, families, and communities when disasters strike in Candler County. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit F)

h. Consideration of a proposed agreement between the State of Georgia Department of Human Services and Candler County for Family Connections at an annual cost \$56,250 which is a reimbursable grant; and, to increase the fiscal year 2025 budget and revenue for Family Connections to \$56,250

Administrator Aasheim recommended the Commissioners approve a proposed agreement between the State of Georgia Department of Human Services and Candler County for Family Connections at an annual cost \$56,250 which is a reimbursable grant; and, to increase the fiscal year 2025 budget and revenue for Family Connections to \$56,250.

Vice-Chairman Hendrix made a motion to approve an agreement between the State of Georgia Department of Human Services and Candler County for Family Connections at an annual cost \$56,250 which is a reimbursable grant; and, to increase the fiscal year 2025 budget and revenue for Family Connections to \$56,250. Commissioner Thomas provided a second. The motion carried. 4-0. (Exhibit G)

8

9. Report from the Chairman

Chairman Thrift expressed how well operations are within Candler County.

10. Report from County Administrator

Administrator Aasheim reported he is catching up from turning from a week's vacation where he had no computer access due to his laptop crashing. Upon return the new laptop had arrived and he is up and running again virtually. He then requested input from the Commission about the Boards seating arrangements during the next Public Hearing for Zoning. The consensus of the Board was to not be on stage seated above the citizens. They would like a more personable atmosphere. Administrator Aasheim will look into options that are possible for the Wilcox Auditorium, even though the option may be limited.

11. Report from the County Attorney

Attorney Delgado had nothing to report at this meeting.

12. Report from the Commissioners-

Gregory Thomas (District 1) Commissioner Thomas stated things are quiet and the constitutes are thankful in District 2.

Jonathan Williamson (District 2) Commissioner Williamson thanked everyone for the prayers and support of the community and first responders who checked on him and his family during the recent lightning strike that caught their house on fire. The reactions from everyone reassured him that he is in the right spot for sure.

David Robinson (District 3) Commissioner Robinson was not present at this meeting.

Vice-Chairman Blake Hendrix (District 4) Vice-Chairman Hendrix inquired about the progress of installing the new playground equipment at the Recreation Department. Administrator Aasheim stated he will reach out to Coach Robins to get information on an install date. Chairman Thrift stated invoice included installation, therefore, the check is being held until the completed install is approved by Administrator Aasheim and Coach Robins.

13. Executive Session

There was no call for an executive session during this meeting.

14. Adjournment-

Commissioner Williamson moved to adjourn the meeting at 5:52 p.m. Commissioner Thomas provided the second to the motion. The motion passed 4-0.



Clara Frink, Deputy County Clerk
Attest



Chairman, Glyn Thrift

LANIER, DEAL, PROCTOR & BLOSER

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MEMBERS
AMERICAN INSTITUTE OF CERTIFIED
PUBLIC ACCOUNTANTS
GEORGIA SOCIETY OF CERTIFIED
PUBLIC ACCOUNTANTS

June 25, 2024

To the Candler County Board of Commissioners and
County Administrator
1075 East Hiawatha Street, Suite A
Metter, Georgia 30439

We are pleased to confirm our understanding of the services we are to provide for the Candler County Board of Commissioners for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental entities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the Candler County Board of Commissioners as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Candler County Board of Commissioners' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Candler County Board of Commissioners' RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis

We have also been engaged to report on supplementary information other than RSI that accompanies the Candler County Board of Commissioners' financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Schedule of Projects Paid with Special Sales Tax Proceeds

The objectives of our audit are to obtain a reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements. The objective also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free from material misstatement, we will perform tests of the Candler County Board of Commissioners' compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Candler County Board of Commissioners' major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the

compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Candler County Board of Commissioners' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Candler County Board of Commissioners in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in

which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and

indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to

electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Candler County Board of Commissioners; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Lanier, Deal, Proctor & Bloser, CPAs and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lanier, Deal, Proctor & Bloser, CPAs' personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Richard N. Deal, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them. We expect to begin our audit on approximately September 1, 2024 and to issue our reports approximately December 31, 2024.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$31,950 if a Single Audit is not required. If a Single Audit is required, we estimate that our additional fees for Single Audit procedures will not exceed \$4,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.


Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Candler County Board of Commissioners. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

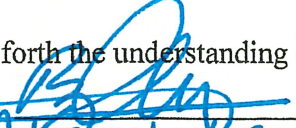
We appreciate the opportunity to be of service to the Candler County Board of Commissioners and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.


Very truly yours,


Richard N. Deal, CPA, CGMA
Lanier, Deal, Proctor & Blosser, CPAs

RESPONSE:

This letter correctly sets forth the understanding of the Candler County Board of Commissioners.

Management signature: 
Title: County Administrator
Date: June 25, 2024

Governance signature: 
Title: Chairman
Date: June 25, 2024



To:	Candler County Board Of Commissioners	Contact:	
Address:	1075 East Hiawatha Street Metter, GA 30439 UNITED STATES	Phone:	
Project Name:	24059 - E Hiawatha Additional Paving	Bid Number:	
Project Location:	Metter, GA, Metter, GA	Bid Date:	7/15/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0010	Traffic Control And Additonal Bond	1.00	LS	\$7,500.00	\$7,500.00
0020	Grading Complete - Dressing No Fill Import Or Grassing	0.65	LS	\$10,000.00	\$6,500.00
0030	REC Asphalt Level 9.5mm W/ Lime 70lb/sy	295.00	TON	\$122.75	\$36,211.25
0040	REC Asphalt 12.5mm W/ Lime 165lb/sy	725.00	TON	\$120.00	\$87,000.00
0050	Bituminous Tack Coat	525.00	GAL	\$3.50	\$1,837.50
0060	SOLID TRAFFIC STRIPE 5IN WHITE	1.25	LMI	\$1,250.00	\$1,562.50
0070	SOLID TRAFFIC STRIPE 5IN YELLOW DOUBLE	1.25	LMI	\$1,250.00	\$1,562.50
0080	Thermoplastic Solid Traffic Stripe 24in White Stop Bar	1.00	EACH	\$350.00	\$350.00

Total Bid Price: \$142,523.75

Notes:

- -Sikes Brothers, Inc. can not be held responsible for any unforeseen conditions.
- All permanent grassing, sodding, landscaping, and irrigation by others.
- All testing, permitting, any fees, monitoring, monitoring wells, and reporting including NPDES is excluded.
- No removal or replacement of unsuitable soil included. Any and all contaminated or caustic soils, hazardous materials, or asbestos encountered will be handled separately. Grading price reflects use of onsite soils put to grade as per plans. If unsuitables are encountered they will be handled separately. Unit rates of \$24.50 per cubic yard imported and installed; \$22.00 per cubic yard of material exported.
- No temporary utilities included; Any and all above or sub-surface utility relocation. All work associated with gas line removal/demo is excluded.
- All breezeway, trash compactor, truck dock delivery area, stoop, corridor, patio, dumpster pads, and air conditioner pad concrete by others.
- All striping to be typical latex traffic paint, one coat on interior area. Thermoplastic on all GDOT R/W work only. Existing striping to be removed by grinding on state R/W.
- All overhead power lines, poles, concrete strain poles removal or relocation is excluded. Telephone pedestals to be removed by others.
- All work to be performed during the hours of 7AM-7PM Monday thru Friday. Weekend hours will consist of overtime charges.
- Fueling areas pad and tank pad has been excluded.
- Grades to be brought to +/- .10 under all concrete slabs for dirt subgrade. No GABC material or install is included for building slab, trash compactor, loading dock, sidewalk, or dumpster pad area.
- All items are bid at quantities on page one of this proposal, if any differentiation from these it will be additional.
- Layout and staking is included for our portion of work only. No as-builts.
- No handrails, bollards, or stairs are included. Any and all work associated with the dumpster pad, trash compactor pad, and truck dock area is excluded.
- Concrete items are to be 3000 PSI unless otherwise noted; no item includes dye, fiber or steel reinforcement unless otherwise noted.
- No bond premium has been included.
- All footing excavation, backfill, elevator pit, plumbing, electrical, and removal of excess materials generated by building work is by others.
- No brick pavers, fine grading for brick pavers, or select fill for brick pavers included.
- Any work associated with Sign is excluded.
- We can make no guarantee for positive drainage in areas with less than 1% slope.
- No retaining walls, backfill of retaining walls, preparation of footings for retaining walls, or drainage for retaining walls is included.
- Prime coat and sanding of prime coat, if applicable, has been excluded unless noted otherwise.
- Proposal pricing is based on todays current GDOT Liquid AC/Fuel Index for AJuly 2024. Any increase will be passed on to the client after December 2018. Concrete prices reflect current pricing as well. After the first of the year, (2025) concrete materials are going up 10%.
- Misc./Utility Notes: No irrigation or landscaping, no fence installation, no sign installation, utilities terminated 5' from building footer, no downspout cleanouts or adapters included, no permits or impact/tap fees included, no meter has been included, no storm water monitoring, no trench drain system is included. Gas line work is excluded. All meters and backflows to be provided by owner. No select fill in trenches has been figured, onsite dirt only.
- Any and all treatment of soil is excluded.
- Asphalt installation is priced at one mobilization; if binder is desired as a working surface for building construction, cleaning of binder is to be by others and additional mobilization of \$2,250.00 will be added. Cleaning of binder surface to be by others.
- -Any and all work associated with dewatering is excluded.
- Demo of any vertical structures are excluded.
- Due to the existing conditions onsite, some utilities could not be verified; Sikes Brothers, Inc. makes no guarantee as to the existing conditions. Job is quoted as per plan.
- Any and all guardrail work is excluded.
- Erosion control items are priced as installation only, no maintenance is included. No sweeping of roadway is included unless caused by our work.
- Sd2-F inlet protection is quoted as wood stake type c silt fence.
- Irrigation well and associated work is excluded.
- Unless specifically called out on demo page and quantified on page one of this proposal it is not included.
- Clearing and grubbing is priced based on burning onsite. Timber value, if any, has been included in this proposal.
- No Milling for Joint Tie Ins Included. \$1,250.00 per each Tie In if Requested.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: Candler County Board of Commissioners

Signature: 

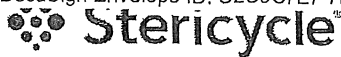
Date of Acceptance: JULY 15, 2024

CONFIRMED:

Sikes Brothers INC

Authorized Signature: _____

Estimator: _____



We protect what matters.

Account/Site #1000870442

Generator ID #

This is the 1st AMENDMENT TO STERICYCLE SERVICE AGREEMENT BETWEEN STERICYCLE, INC. AND Candler County EMS.

This amendment ("Amendment") is effective 7/1/2024 (the "Amendment Effective Date") and amends that certain Stericycle Service Agreement effective as of 3/1/2024, between Candler County EMS and Stericycle, Inc. (the "Agreement"); WHEREAS, the parties desire to amend the Agreement and to clarify certain provisions of the Agreement.

Service Address

Customer/Company Name: Candler County EMS
Address 1: 1065 E Hiawatha St
Address 2:
City / State / Zip: Metter, GA 30439
Phone:
Fax:
Email:

Billing Information (if different):

Billing Contact/Company Name:
Address 1:
Address 2:
City / State / Zip:
Phone:
Fax:
Email:

Table with 7 columns: Services Included, Allotted Annual Containers, Allotted Annual Stops, Additional Charge, Additional Container / Overweight / Envelope Charge, Monthly Service Fee. Rows include Biohazardous Regulated Medical Waste Disposal, Stericycle Reusable Sharps Program, Incineration Service, Pharmaceutical Waste Disposal, CsRx Controlled Substance Wastage Service, Steri-Safe HIPAA Compliance Solutions, and Biohazardous Regulated Medical Waste Disposal - Transactional.

* Price per Box: WA only = Based on WUTC Tariff pricing...
** Minimum Pickup Fee: WA only = \$10.00 minimum monthly fee...
***No Waste Fee: WA Only = \$20.00. Transactional = Minimum Pickup Fee

Monthly Service Fees \$232.51
Billing Schedule: Monthly
Additional Taxes And Surcharges May Apply

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

*The offer will expire 00/00/0000

Stericycle, Inc.: Customer:

Name:
Title:
Date:
Signature: [Signature]

Customer/Company Name:
Name: Xavier Winkler
Title: EMS Director
Date:
Signature: [Signature]

By signing above I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions and comply with the applicable Stericycle Waste Acceptance Policy, both of which are integral parts of this Agreement.



3 YEAR PREVENT

Contract Number: 10913057

Version: 1

Prepared For: CANDLER COUNTY EMS

Attn:

Rep: Laura Robertson

Email:

Phone Number:

GPO: CUSTOMER CONTRACT

Service Rep: Frank Mims

Quote Date: 04/27/2024

Email: frank.mims@stryker.com

Expiration Date: 07/25/2024

Contract Start: 07/01/2024

Contract End: 06/30/2027

Delivery Address

Name: CANDLER COUNTY EMS

Account #: 20036507

Address: 1065 E HIAWATHA ST

METTER

Georgia 30439-3928

Bill To Account

Name: CANDLER COUNTY COMMISSIONERS

Account #: 20003502

Address: 1075 E HIAWATHA ST STE A

METTER

Georgia 30439-3962

ProCare Products:

#	Product	Description	Months	Qty	List Price	Discount %	Sell Price	Total
1.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO √Parts, Labor, Travel √Preventative Maintenance √ Batteries Service	36	5	\$1,599.00	15.0%	\$4,077.45	\$20,387.25
2.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √Parts, Labor, Travel √Preventative Maintenance √ Batteries Service	36	1	\$2,273.00	15.0%	\$5,796.15	\$5,796.15
3.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √Parts, Labor, Travel √Preventative Maintenance √ Batteries Service	36	2	\$2,273.00	15.0%	\$5,796.15	\$11,592.30

ProCare Annual Payment: \$12,591.90

Price Totals:

Grand Total: \$37,775.70



3 YEAR PREVENT

Quote Number: 10913057
Version: 1
Prepared For: CANDLER COUNTY EMS
Attn:

Rep: Laura Robertson
Email:
Phone Number:

GPO: CUSTOMER CONTRACT
Quote Date: 04/27/2024
Expiration Date: 07/25/2024
Contract Start: 07/01/2024
Contract End: 06/30/2027

Service Rep: Frank Mims
Email: frank.mims@stryker.com

Bryan Aasheim

7-16-2024

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

Stryker Authorized Signature Date

Purchase Order Number

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com> The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Starting Balance:

\$37,775.70

Date	Payment	Balance
07/01/2024	\$12,591.90	\$25,183.80
07/01/2025	\$12,591.90	\$12,591.90
C 1/2026	\$12,591.90	\$ -

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-POWERPRO	2210003500110
1.0	PROCARE-SVC-POWERPRO	1904003500971
1.0	PROCARE-SVC-POWERPRO	2110003500205
1.0	PROCARE-SVC-POWERPRO	2102003500332
1.0	PROCARE-SVC-POWERPRO	171242056
2.0	PROCARE-SVC-POWER-LOAD	2109012700129
3.0	PROCARE-SVC-POWER-LOAD	2107012400103
3.0	PROCARE-SVC-POWER-LOAD	2208012400230

Purchase Order Form



Account Manager _____

Purchase Order Date _____

Cell Phone _____

Expected Delivery Date _____

Stryker Quote Number _____

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num		
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
www.stryker.com/stnc

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment Stryker Quote Number

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

Exhibit E

To: Candler County Board of Commissioners

From: EMS Director Xavier Winkler

Date: July 1st, 2024

Subject: Proposal to Change EMS Scheduling Structure

Board of Commissioners,

I am writing to propose a change in the EMS scheduling structure. This change is due to the increased interest in full-time positions from a multitude of paramedic level providers as well as the high possibility of some of our EMT level providers to pass licensing requirements at the paramedic level. This in turn leaves more paramedics that want to be full time than we have full-time spots for. Therefore, I am asking if you would allow for scheduled double paramedic staffed trucks. (Opposed to a Paramedic/EMT slotted truck)

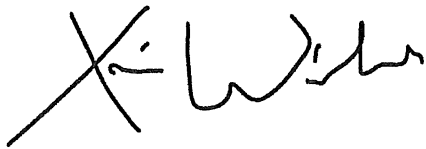
The biggest and only downside I see to this request is the increase in required budget for salaries and benefits. This salary increase would be, at most \$6,704 per truck per shift for which this is adopted. This was determined by the difference in pay of a base rate Paramedic and a base rate EMT and calculating the hour equivalent of full time for a 24/48 schedule (3,352hrs) *This does not include the increase in non-salary related expenses. *

The upside to this proposal has many benefits. The quality of care improves, not only at the individual truck level, but it also allows for less chances of the county running any non-paramedic trucks. With a dual paramedic truck, if the opposing truck's paramedic calls out, it will allow for the dual paramedic truck to split and allow for both trucks to remain an ALS/Paramedic level. Other benefits include that it will further attract new paramedics who are looking elsewhere, to services where they will have a "safety-net" while working with a second Paramedic. This will attract said new paramedics ensuring we have paramedic level personnel in a long-term capacity. This will also relieve some provider fatigue as a dual paramedic truck can alternate between primary caretaker and driver unlike a traditional EMT/Paramedic truck as this scenario the primary care provider is dictated by the call's acuity. Another benefit to allowing dual paramedic trucks, would be in any type of mass casualty or worst-case scenarios. A dual paramedic truck would be able to split and allow for mutual aid of the Fire

Department's trained EMT's to drive them in to the hospital. If a single ambulance was staffed as a dual paramedic truck, this would allow for a potential of 4 ALS/Paramedic trucks available to the county depending on time of day. With this new structured schedule, the amount of paramedic level unscheduled overtime would be reduced as it would allow for a paramedic vacancy to be filled with any level of provider.

If you have any further questions regarding the intricacies or specifics of this structure change, please do not hesitate to reach out to me. In the event the current interest dwindles, having this change in place will open up more opportunities for outside employment when they arise. Ultimately, I believe having an abundant interest of paramedic providers is a good problem to have.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'Xavier Winkler', written in a cursive style.

Xavier Winkler

EMS Director

Candler County EMS



Facility Use Agreement

The American National Red Cross (“Red Cross”), a non-profit corporation chartered by the United States Congress, provides services to individuals, families, and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public, who support the Red Cross with generous donations. The Red Cross’s disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner (“Owner”) so the Red Cross can use the facility to provide services during a disaster. This agreement only applies when Red Cross requests use of the facility and is managing the activity at the facility.

Parties and Facility

Owner:

Full Name of Owner	Candler County Board of Commissioners
Address	1075 E Hiawatha St, Ste A, Metter GA 30439
24-Hour Point of Contact Name and Title Work Phone Cell	Justin Wells, EMA Director 912-682-2554
Address for Official Notices (only if different from above)	Same

Red Cross:

Chapter Name	
Chapter Address	
24-Hour Point of Contact Name and Title Work Phone Cell	
Address for Official Notices	American Red Cross, Disaster Cycle Services Logistics, 8550 Arlington Blvd., Fairfax, VA 22031

Facility:

Insert name and complete street address of building or, if multiple buildings, write “See attached facility list,” and attach facility list, including complete street address of each building that is part of this agreement. If the Red Cross will use only a portion of a building, then describe the portion of the building that the Red Cross will use.

Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Red Cross Initials
Service Center (Operations, Client Services, or Volunteer Intake)		
Storage of supplies		
Parking of vehicles		
Disaster Shelter	BA	

2. **Facility Management:** The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.
3. **Condition of Facility:** The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.
4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.
5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Red Cross Manager.
6. **Security/Safety:** In coordination with the Facility Coordinator, the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.
7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the

written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

- 8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form*, to record any damage or conditions.
- 9. **Fee** (*This paragraph does not apply when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial one of the two statements below:
 - a. Owner will not charge a fee for the use of the Facility.
Owner Initials _____ Red Cross Initials _____
 - b. The Red Cross will pay \$____ per: _____ for the right to use and occupy the Facility
Owner Initials _____ Red Cross Initials _____
- 10. **Reimbursement:** Subject to the conditions in paragraph 10(e) below, the Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities that may be reimbursed by the Red Cross):

	Owner Initials	Red Cross Initials
Water	BA	
Gas		
Electricity	BA	
Waste Disposal		

- d. The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.
- e. If the disaster is a Federally declared disaster and Owner is a municipal, county, parish, or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. The Red Cross is not obligated to

reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers'.

a. Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

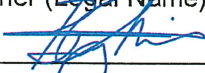
12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

Digital Signature: Each party agrees that either part's execution of this agreement by DIGITAL signature (whether ELECTRONIC or encrypted) is expressly intended to authenticate this AGREEMENT and to have the same force and effect as manual signatures. The term DIGITAL signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. The use of digital signatures is intended to facilitate more efficient execution and delivery of signed documents.

Bryan Lawrence Aasheim

Owner (Legal Name)



By (Signature)

Bryan Aasheim

Name (Printed)

County Administrator

Title

7-16-2024

Date

The American National Red Cross

(Legal Name)

By (Signature)

Name (Printed)

Title

Date

PET ADDENDUM TO FACILITY USE AGREEMENT

This Pet Addendum to Facility Use Agreement (“Addendum”) is hereby annexed to and made a part of the Facility Use Agreement (“Agreement”) having an effective date of July 15, 2024, and entered into between Candler County Board of commissioners (“Owner”) and The American National Red Cross, a nonprofit corporation, a Federally chartered instrumentality of the United States, and a body corporate under the laws of the United State (36 U.S.C. §§ 300101-300111 (2007) (“Red Cross”). Owner and Red Cross are each sometimes referred to herein as a “Party” and collectively, as “Parties”, as the context requires. Capitalized terms used, but not defined herein have the meanings set forth in the “Agreement”.

Owner hereby grants permission to the Red Cross to permit its clients while occupying a portion of the Premises (“Client”) to keep only those pet(s) described below upon the terms and conditions in this Addendum. All pets are subject to the following general policies:

1. Clients’ household pets, including assistance/therapy animals (each as defined by applicable law) are permitted to be kept on and in the area of the Facility designated on Exhibit A of this Addendum (“Pet Area”), or other areas (designated by Owner) in the building.
2. Clients’ service and/or guide animals (as defined by applicable law) are permitted to be kept in the same area of the Facility as the Client.
3. At all times when a client’s pet is outside the Pet Area, the pet must be secured by either a leash, or in a carrier or other container and restrained in such a way so as not to cause any damage to people or the Facility. Except for service and/or guide animals, no pet is permitted in any part of the Facility, other than the Pet Area, or other areas designated and approved by Owner.
4. Owner’s personnel shall avoid physical contact with any pet and shall enter the Pet Area only accompanied by the Red Cross Representative (identified in the Agreement) or Animal Welfare Organization (AWO) providing care and/or support of the pet.
5. Red Cross agrees that it, acting through the AWO, shall be responsible for sheltering, feeding, maintaining, and overseeing the welfare of the pets in compliance with all applicable laws and regulations, including but not limited to all state law and local ordinances regarding pet ownership and liability.
6. The Parties may execute and deliver this Addendum in counterparts.
7. Except as otherwise set forth in this Addendum, the terms of the Agreement remain in effect.
8. The term of this Addendum shall be coterminous with the term of the Agreement.

The Parties have executed and delivered this Addendum as of the Effective Date.

[Signatures follow on next page]

IN WITNESS WHEREOF, the Parties, acting through their duly authorized officers, have executed this Contract, which shall come into force as of the latest date of the signatures below.

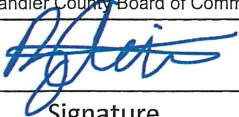
OWNER	RED CROSS
Name: <u>Candler County Board of Commissioners</u>	The American National Red Cross
By: <u></u> Signature	By: _____ Signature
Print Name: <u>Bryan Aasheim</u>	Print Name: _____
Title: <u>County Administrator</u>	Title: _____

Exhibit A

Diagram of Pet Area (include location of pet waste disposal bins/areas)



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

This Contract is entered into between the Department of Human Services and the Contractor named below:
State Entity's Name: Department of Human Services, through Georgia Family Connection Partnership, Inc. (GaFCP) hereinafter the "Department" or "DHS"). DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the "State") through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.

Contractor's Name: Candler County (hereinafter the "Contractor")	Contractor's Address: 1075 E Hiawatha Street P.O. Box 61 Metter, GA 30439
Contractor's FEI #: 58-6000793	Contractor's Accounting Year End Date: 06/30
Contractor's Entity Type: County Government	

Department Administrative Information

DHS Contract #: 42700-93-25-116108	Contractor
DHS (State) Financials Vendor ID #: 0000014571	CFDA #(s): N/A
NIGP Code(s):95259	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> SON <input type="checkbox"/> Sole Source <input type="checkbox"/> Consortia Event #: N/A
<input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Intergovt.	
Equip. Inv. Locator #: N/A	Multi-Year Contract: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	Total Options to Renew: 0

Scope:

- I. Contractor will provide the following services/deliverables in accordance with the terms and conditions of the Contract:
 1. Improve family functioning, including family stability and reduce incidence of child abuse.
- II. The Department will provide the following in accordance with the terms and conditions of the Contract:
 1. Provide technical assistance and training to implement and continue a comprehensive, community-based and family-driven service delivery strategy designed to improve the well-being of children and families in community neighborhoods through on-site assistance, and regional and statewide training.
 2. Provide state level administrative and specialized assistance support for Family Connection Implementation.
 3. Identify policy barriers and implement system changes needed to support local Family Connection Implementation.
 4. Ensure facilitators are available to assist Family Connection collaboratives

Contract Cost: Expense Revenue

Total Obligation: \$56,250.00 Federal: \$0.00 State: \$56,250.00 Match: \$0.00 Other: \$0.00

Contract Term:

Initial Contract Start Date: 07/01/2024 Contract Expiration Date: 06/30/2025 Contract Fiscal Year: FY2025

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

Department of Human Services
Georgia Family Connection Partnership, Inc. (GaFCP)
Attn: Linda Lunsford
235 Peachtree Street, Suite 1600
Atlanta, GA 30303-1422
404.739.0057
lunsford@gafcp.org

Department of Human Services
Attn: Rashad Jackson
47 Trinity Avenue S.W., 2nd Floor
Atlanta, GA 30334
rashad.jackson@dhs.ga.gov



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Candler County
Georgia Family Connection Partnership, Inc. (GaFCP)

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

Candler County
Attn: Bryan Aasheim
912.685.2835
baasheim@candlerco-ga.gov

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

Candler County
Airport Authority P O Box 61
Metter, Ga 30439

SECTION I GENERAL CONTRACT PROVISIONS

SECTION I

CONTRACT DEFINITIONS:

The following words shall be defined as set forth below:

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

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

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

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

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

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

CONTRACT DEFINED:

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

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

JURISDICTION:

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

PERIOD OF CONTRACT:

This Contract is a one-year contract unless otherwise specified or terminated earlier in accordance with the applicable terms and conditions.

EXTENSION:

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



AMENDMENTS IN WRITING:

The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. No amendment, waiver, termination, or discharge of this Contract, or any of the terms or provisions hereof, shall be binding upon either Party unless confirmed in writing. Nothing may be modified or amended, except by writing executed by both Parties.

Any agreement of the Parties to amend, modify, eliminate or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect as set out herein. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

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

NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR:

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

CONFIDENTIALITY:

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

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



INSPECTION OF WORK PERFORMED:

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

USE OF STATE VEHICLES:

Contractor may use State vehicles in the performance of this Contract; provided that, Contractor may not seek or obtain reimbursement from the Department for mileage when State vehicles are employed.

INDEPENDENT CONTRACTOR RELATIONSHIP:

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

CONFLICT OF INTEREST:

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

CONTRACT MODIFICATION/ALTERATION:

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

DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

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



- A. **WITHHOLDING PAYMENTS:** If Contractor fails to deliver Deliverables or to provide Services which satisfy Contractor's obligations under this Contract, and, if Contractor fails to correct such failure within 30 Days of the date of DHS's sending an email to the Contractor Project Manager describing such failure, or such other number of days mutually agreed to in writing by the Parties, DHS shall have the right to withhold any and all payments due hereunder. DHS may withhold any and all such payments due hereunder to Contractor, as aforesaid, without penalty or work stoppage by Contractor, until such failure to perform is cured.
- B. **REDUCTIONS IN PAYMENTS DUE:** Amounts due DHS by Contractor under this Contract, including but not limited to liquidated damages or any other damages caused by any deficiency or delay in the Services or Deliverables may be deducted or set-off by DHS from any money payable to Contractor pursuant to this Contract. If set-off such amounts within five Days of the date of DHS's sending an email to the Contractor Project Manager describing such failure, DHS may exercise this right, and DHS shall provide Notice to Contractor of any such deduction or set-off. Or DHS may direct the Contractor to make payment directly to DHS for such amounts due. The method of collection of such amounts due is solely and strictly at DHS's discretion.
- C. **HOLDBACK:** DHS shall retain a Holdback of 20% ("Holdback") of all amounts invoiced by Contractor as prescribed in this Contract. Upon written acceptance by DHS that all work is completed, and the end of the Warranty Period has passed, DHS will release said Holdback to Contractor for payment.
- D. **RIGHT TO ASSURANCE:** If DHS, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, DHS may demand in writing that Contractor give a written assurance of intent to perform. Upon failure by Contractor to provide written assurance within the number of Days specified in the demand (in no event less than five business days), DHS may at DHS's option, pursue termination of this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.
- E. **TERMINATION REMEDIES:** Notwithstanding anything to the contrary herein, in the event of termination of this Contract by DHS, DHS shall, in addition to its other available remedies, have the right to procure the terminated Services and Deliverables that are the subject of this Contract on the open market and Contractor shall be liable for direct damages, which may include, but shall not be limited to the cost difference between the Charges for Deliverables and Services being replaced as a result of such termination and the actual and reasonable replacement costs of substitutes for such Deliverables and/or Services acquired from another vendor (but in no event greater than the fair market value); and if applicable, reasonable and actual administrative costs incurred by DHS in replacing the Services and Deliverables, such as costs of competitive bidding, mailing, advertising, and staff time.

TERMINATION:

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



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

COOPERATION IN TRANSITION OF SERVICES:

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

FORCE MAJEURE:

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

ACCESS TO RECORDS AND INVESTIGATION:

- A. The State and Federal government and the Department shall have access to all pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and Subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and Subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of the Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of the Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.
- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any Subcontractor for compliance with the provisions of this Contract and all applicable Federal and State laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of services authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as



appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.

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

COLLECTION OF AUDIT EXCEPTIONS:

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

DEPARTMENT APPROVAL OF SUBCONTRACTS:

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

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:

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

CONSULTANT/STUDY CONTRACT:

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

PUBLICITY:

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Department's Office of Communication. In addition, the Contractor shall not display the Department's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the Department.



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Candler County
Georgia Family Connection Partnership, Inc. (GaFCP)

DRUG-FREE WORKPLACE:

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

PARTIES BOUND:

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

COOPERATION WITH OTHER CONTRACTORS:

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

CONTRACTOR ACCOUNTING REQUIREMENTS:

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

TIME OF THE ESSENCE:

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

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

SEVERABILITY:

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

DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING:

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



AIDS POLICY:

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

ASSIGNMENT AND MERGER:

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

FUNDING:

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

SECTION II TERMS AND CONDITIONS

SECTION II

DEPARTMENT AND CONTRACTOR AGREEMENTS:

The Department has a need for and desires the services/deliverables described in the Annex titled Scope of Services. The Contractor has represented to the Department its willingness and ability to provide the services/deliverables identified in the Scope of Services. The Contractor agrees to provide the services identified in the Scope of Services.

SECTION III CONTRACT PAYMENT PROVISIONS

SECTION III

The Department will make payments to the Contractor within thirty (30) days of receipt of the required documentation that has been approved by the Department. The following selected terms and conditions apply and may include additional provisions that are set forth in the Annex titled Payment Provisions:

DEPARTMENT PAYMENT TO CONTRACTOR:

The total approved budget for this Contract is **\$56,250.00**. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed **\$56,250.00**.

CONTRACT BUDGET ANNEX:

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



- E. ADVANCE FEDERAL AGENCY APPROVAL OF COST: It is agreed that it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance Federal agency approval. It shall be the responsibility of the Department to acquire written Federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance Federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that Federal agency approval has been granted. Department contract budget approval does not constitute previous Federal agency and/or Department approval of costs requiring advance Federal/State agency approval.
- F. The Federal cost principles for determining allowable costs for this Contract are:
2 CFR 200.416 for contracts with State and local governments.
- G. Fair Labor Standards Act of 1938, as amended.
- H. COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS: Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the Federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all Federal and State immigration laws, including but not limited to O.C.G.A. §13-10-91.
- Contractor certifies by signing and providing the sworn affidavit in the Annex titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. §. 13-10-90 *et seq.* and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the Annex titled Security and Immigration Affidavits at the initiation of and throughout the Contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.
- I. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS: (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

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

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

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

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

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



CRITICAL INCIDENT REPORTING (“CIR”):

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

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

SECTION TITLES NOT CONTROLLING:

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

ENTIRE UNDERSTANDING:

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

SECTION V CONTRACT ANNEX INCLUSION

SECTION V

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

- Annex A ___ Notice Concerning Critical Incident Reporting
- Annex B ___ Payment Provisions
- Annex C ___ Reporting Requirements
- Annex D ___ Security and Immigration Compliance
- Annex E ___ Other Annex Documents



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Candler County
Georgia Family Connection Partnership, Inc. (GaFCP)

SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

Candler County

CONTRACTS WITH COUNTIES

IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures on the dates indicated.

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

CONTRACTOR EXECUTION:

Candler County

Name of Contractor

DocuSigned by:

Glynn Thrift

57F73E31A2FC4A7...

Signature

7/15/2024

***Date signed by Contractor

DEPARTMENTAL EXECUTION:

Department of Human Services

DocuSigned by:

[Signature]

C21650222B58484...

Deputy Chief of Staff

7/15/2024

Date signed by the Department

Glynn Thrift

*Typed name of individual signing
Chairman, Commission of Candler County

DocuSigned by:

Bryan Aasheim

0700D861755E44C...

Attestor's signature

Bryan Aasheim

Attestor's typed name

County Administrator

**Title of Attestor

7/15/2024

Date signed by Attestor

*Must be Chairman or sole Commissioner.

**Must be Clerk of Commission.



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Candler County
Georgia Family Connection Partnership, Inc. (GaFCP)

ANNEX A

Brian P. Kemp
Governor



Candice L. Broce
Commissioner

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

NOTICE CONCERNING CRITICAL INCIDENT REPORTING

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

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

Email: DHS.Criticalincidents@dhs.ga.gov

Address: 47 Trinity Avenue S.W., 1st Floor
Atlanta, Georgia 30334



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Candler County
Georgia Family Connection Partnership, Inc. (GaFCP)

ANNEX B

PAYMENT PROVISIONS

Quarterly Expenditure Report FY25

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

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

EXPENSE TYPE	Family Connection Approved Budget	Expenditures for reimbursement for Quarter # ____	Prior Cumulative Expenditures	Total Year to Date Expenditures	Budget Remainder
Personal Services	\$0.00				
Regular Operating	\$0.00				
Travel (staff)	\$0.00				
Equipment	\$0.00				
Per Diem, Fees & Contracts	\$56,250.00				
Telecommunications	\$0.00				
Other:	\$0.00				
TOTAL	\$56,250.00				

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

Fiscal Agent Signature

Collaborative Chairperson Signature

Print Name

Print Name

Date:

Date:

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



REPORTING REQUIREMENTS

SFY 2025 Family Connection

Quarterly Subcontractor Report FY25

County: Candler	Contract #:
Fiscal Agent: Candler County Board of Commissioners	Quarter #:
<ul style="list-style-type: none"> ▪ Fiscal agents are required to complete this form if the above referenced contract has dollars budgeted under Per Diem, Fees and Contracts. ▪ The name, service, and amount of each subcontractor/vendor under the Family Connection contract must be listed in the table below. ▪ This form must be completed, signed by fiscal agent and attached to each Quarterly Expenditure Report (Annex B Part 1). ▪ Reimbursement for quarterly expenditures will be delayed if this form is not completed and attached to each Quarterly Expenditure Report (Annex B Part 1). 	

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

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

Fiscal Agent Signature

Print Name

Date: _____

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

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



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Candler County
Georgia Family Connection Partnership, Inc. (GaFCP)

SFY 2025 Family Connection

Quarterly Narrative Report FY25

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

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

Collaborative Chairperson Signature

Collaborative Coordinator Signature

Print Name

Print Name

Date: _____

Date: _____

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

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



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Candler County
Georgia Family Connection Partnership, Inc. (GaFCP)

SFY 2025 Family Connection

Family Connection
Status Report
FY 2025 Plan of Action (if Required)

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

This is to verify that the development of the FY 2025 Plan of Action for the above referenced county has been completed as required.

Signature, Community Support Team Leader

Date

Attach this Status Report to the Quarterly Report.

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

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



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Candler County
Georgia Family Connection Partnership, Inc. (GaFCP)

ANNEX D

SECURITY AND IMMIGRATION COMPLIANCE AFFIDAVIT

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

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

55920

Federal Work Authorization User Identification Number

September 27, 2007

Date of Authorization

Candler County Board of Commissioners

Name of Contractor

Candler County Family Connections Services

Name of Project

GEORGIA DEPARTMENT OF HUMAN SERVICES

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct

Executed on May 2, 2024 in Candler County (city), Georgia (state).

[Signature]
Signature of Authorized Officer or Agent

Glyn Thrift, Chairman

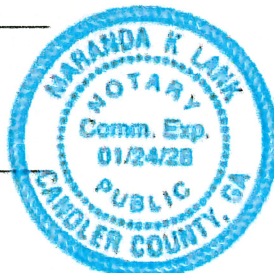
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 2nd DAY OF May, 2024.

[Signature]
NOTARY PUBLIC

My Commission Expires

01/24/2028



34



Department of Human Services
STRONGER FAMILIES FOR A STRONGER GEORGIA

FY2025 – Candler County
Georgia Family Connection Partnership, Inc. (GaFCP)

ANNEX E

OTHER ANNEX DOCUMENTS

Family Connection
CONTRACT COVER PAGE
FY 2025 Annual Plan
(July 01, 2024 - June 30, 2025)

County: **Candler**

Region: **Region 9**

Name of Collaborative: Candler County Family Connection Inc.

Coordinator or Contact Person:	Collaborative Chairperson:
Name: Lisa Rigdon	Name: Dennis Allen
Title: Executive Director	Title: County President
Mailing Address: PO Box 66	Mailing Address: Queensborough National Bank P O BOX 66
City: Metter 9 digit zip: 30439-0066	City: Metter 9 digit zip: 30439-9712
Street Address (if different): 20 NW Broad St	Street Address (if different): 20 NW Broad St
City: Metter 9 digit zip: 30439-3615	City: Metter 9 digit zip: 30439-0000
Phone: (912) 362-0198	Phone: (912) 685-4000
Fax:	Fax: 912 685 4688
Email: lrigdon03@gmail.com	Email: dallen@qnbtrust.com

Candler County Board of Commissioners

Legal Name of Fiscal Agent Entity

58-6000793

Federal Identification Number of Fiscal Agent (Required)

June 30

Fiscal Agent's Fiscal Year End Month & Day

AMOUNT OF FUNDS REQUESTED

\$56250



Fiscal Agent Information

County: Candler

The Candler County Board of Commissioners agrees to serve as the fiscal agent for Candler County Family Connection Inc. for the period of July 01, 2024 - June 30, 2025.

The fiscal agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made, and 5) agree the local Family Connection collaborative board is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the fiscal agent's own policies and procedures.

Reports are to be submitted to: **Contract Manager**
Family Connection Partnership
235 Peachtree Street, Suite 1600
Atlanta, GA 30303-1422

Fiscal Agent Information

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

Fiscal Agent's FEI#: 58-6000793

Legal Name of Fiscal Agent Entity:

Candler County Board of Commissioners

Street Address (cannot be a P.O. Box):

1075 E Hiawatha St.

City, State, 9 digit zip code:

Metter,GA,30439-0046

Telephone: 912-685-2835

Fax:

Fiscal Agent Contact Person:

Name: Bryan Aasheim

Title: County Manager

Telephone: 912-685-2835

Fax:

Email: baasheim@candlerco-ga.gov

Mailing Address if different from street address:

1075 E Hiawatha St.
Metter,GA,30439-0046

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FOR INFORMATIONAL USE ONLY.**

Person authorized to sign for Fiscal Agent:

Name: Bryan Aashiam

Title: County Administrator

Contract will be emailed to:

Name: Dennis Allen

Email: dallen@qnbtrust.com



Family Connection
PLAN SUMMARY for FY 2025

County: Candler

I. Core Collaborative Functions

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

II. Results for Children and Families
Goal: Improved conditions for children and families in Candler County
Outcome: Improved School Success
Indicator
3rd grade students achieving Developing Learner or above on Milestones ELA assessment [CS8a]
3rd grade students achieving Proficient Learner or above on Milestones ELA assessment [CS8b]
Children with a substantiated incident of neglect (per 1,000) [SF3b]
Children living in poverty [SC3]
Strategy: Candler County Family Connection will collaborate with federal, state, and local partners, along with families and students to overcome barriers that hinder students from being successful in school.



Budget Proposal FY25

County: Candler

Expense Type	Family Connection Budget Allocation	Description of Expenses							
Personal Services	\$0	<table border="1"> <thead> <tr> <th>Position Title</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		Position Title	Cost				
Position Title	Cost								
Regular Operating	\$0	<table border="1"> <thead> <tr> <th>List of expenses</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td> </td> <td>\$0.00</td> </tr> </tbody> </table>		List of expenses	Total Cost		\$0.00		
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	\$0.00								
Travel	\$0	<table border="1"> <thead> <tr> <th>List of expenses</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td> </td> <td>\$0.00</td> </tr> </tbody> </table>		List of expenses	Total Cost		\$0.00		
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Equipment	\$0	<table border="1"> <thead> <tr> <th>Equipment</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>		Equipment	Cost				
Equipment	Cost								
Per Diem, Fees & Contracts	\$56250	<table border="1"> <thead> <tr> <th>Legal Name of Contractor</th> <th>Description of Services/Deliverables</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>Lisa Rigdon</td> <td>Family Connection Director</td> <td>\$56,250.00</td> </tr> </tbody> </table>		Legal Name of Contractor	Description of Services/Deliverables	Cost	Lisa Rigdon	Family Connection Director	\$56,250.00
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Tele-communications	\$0	<table border="1"> <thead> <tr> <th>List of expenses</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td> </td> <td>\$0.00</td> </tr> </tbody> </table>		List of expenses	Total Cost		\$0.00		
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Other	\$0	<table border="1"> <thead> <tr> <th>List of expenses</th> <th>Total Cost</th> </tr> </thead> <tbody> <tr> <td> </td> <td>\$0.00</td> </tr> </tbody> </table>		List of expenses	Total Cost		\$0.00		
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