

Board of Commissioners of Candler County
Regular Meeting
April 9, 2018
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, April 9, 2018, at 6:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Those attending the meeting were Candler County Chairman Glyn Thrift; Candler County Vice-Chairman Brad Jones and Commissioners Donny Wells, Wayne Culbertson and David Robinson; Candler County Administrator, Doug Eaves; Candler County Attorney, Kendall Gross; and Candler County Clerk, Maranda K. Lank; Candler County Sheriff's Office, Captain Justin Wells. Guest included Larry Hadden, Mel Kelly, Molly Olson, Allen Tyler, Gary Howard, Glenn Deal and the Metter Advertiser representative, Jerri Goodman.

Call To Order

Chairman Thrift called the meeting to order at 6:04 p.m.

Invocation and Pledge of Allegiance

Commissioner Wells delivered the invocation followed by Chairman Thrift leading the *Pledge of Allegiance*.

Old Business

Road Closure – Open Gap Road

Due to the hearing being scheduled for March 2018 and the closing was not complete, the Road Closure process needs to be readvertised.

Commissioner Wells made the motion seconded by Commissioner Robinson to reinstate the process to close Open Gap Road. The motion passed unanimously.

Approval of the Minutes

Vice-Chairman Jones made the motion seconded by Commissioner Culbertson to approve the minutes from the March 5, 2018 Work Session and Regular meetings and the March 27, 2018 Called meeting. The motion passed unanimously.

Financial Report

Mr. Eaves presented the financial report as of March 31, 2018. SPLOST and LMIG funds are received. Currently, the FY2018 Budget analysis is at 75.01%. The County wide as a whole is operating as projected. He then reviewed when the 2018 SPLOST takes place for the next six years, with first payments being received in May 2018. Commissioner Robinson requested information to legally use the Inmate Jail Store funds. After a brief explanation, Mr. Eaves then spoke on the Public Building Authority account.

New Business

Adult Learning Center Roof Bid Opening

Mr. Eaves presented the two bids to replace the roof on the Adult Learning Center. Bids were as follows:

- Mercer Construction, Inc.- \$19,499.00
- WBM Construction, Inc. - \$24,450.00

Commissioner Robinson made the motion seconded by Commissioner Wells to award the project to Mercer Construction for \$19,499.00. The motion passed unanimously.

Approval of Fire Agreement and other SDS Issues

Vice-Chairman Jones spoke of the SDS Fire Agreement. He then stated City Council will be voting on the revised Fire Agreement that night in their City Council meeting. After a short discussion, Mr. Eaves stated that County SDS Attorney, Ken Jarrad, recommended the Board of Commissioner proceed with the Breach of Intergovernmental Agreements.

Chairman Thrift made the motion seconded by Commissioner Culbertson to send the Breach of Intergovernmental Agreements letter to the City of Metter. The motion passed unanimously.

Vote to Surplus and Demolish Old Police Station located at 10 West Candler Street

Mr. Eaves gave his recommendation to surplus and demolish the Old Police Station located at 10 West Candler Street. Vice-Chairman Jones made the motion seconded by Chairman Thrift to surplus and demolish the building located at 10 West Candler Street that is hazardous and significate problems that deem it no longer usable using County employees and equipment. The motion passed unanimously.

EMS Medical Director

Mr. Eaves presented the need for a new EMS Medical Director. Mr. Eaves then requested EMS Director, Melburn Kelly, to present his recommendation to the Board for a new EMS Medical Director. Chairman Thrift made the motion seconded by Commissioner Robinson to authorize the preparation of a contract to extend to Dr. Ian Munger to act as Candler County EMS Medical Director that is subject to annual renewals for a fee of \$12,000.00 per year, subject to satisfactory history of the State Conposit Board of Examiners . The motion passed four to one with Vice-Chairman Jones voting against.

Report from Chairman

Chairman Thrift had nothing to report

Report from County Administrator

Informed the Board the 2018 LMIG Bid opening was April 10th at 2:00 pm
Budget is making very good progress within \$200,000 of being balanced without the use of fund balance. Insurance renewal is expected in on April 18th. No raises will be included at this point. Mr. Eaves recommended workshops with Commissioner April 25th at 9:00. Health cards for special rates from Candler County Hospital. Open enrollment will be held at the end of May.

Report from County Attorney

Presented the adopted amendment to the Business and Occupation Ordinance.

Report from Commissioners

Commissioner Culbertson had nothing to present
Commissioner Wells had nothing to present.

Commissioner Robinson requested an ordinance to do away with paper signs on the right away. He then presented a map for a suggested bypass. Webb Circle update. Chairman Thrift stated the letter has been mailed.

Vice-Chairman Jones had nothing to report.

Executive Session

Commissioner Robinson made the motion to enter into an Executive Session at 7:09 p.m. seconded by Commissioner Wells to discuss pending litigation and personnel. The motion passed unanimously.

Commissioner Wells made the motion seconded by Commissioner Wells to adjourn the Executive Session and resume with the regular business meeting at 8:35 p.m. Motion carried unanimously.

Commissioner Robinson made the motion to authorize Chairman Thrift to sign the *Closed Meeting Affidavit*. Commissioner Wells seconded the motion. Motion carried unanimously.

Other Business

Adjournment

With no further business to discuss, Vice-Chairman Jones made a motion at 8:28 p.m. seconded by Commissioner Wells to adjourn the meeting. The motion carried unanimously.



Maranda K. Lank, Clerk

Attest



Chairman Glyn Thrift

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift
Chairman

Douglas R. Eaves
County Administrator

Donny Wells
Vice-Chairman

Brad Jones
Commissioner

Wayne Culbertson
Commissioner

David Robinson
Commissioner

CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CANDLER

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

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

1.
The Board of Commissioners of Candler County met in a duly advertised meeting on Monday, April 9, 2018.
2.
During such meeting, the Board voted to go into closed session.
3.
The executive session was called to order at 7:09 a.m.
- 4.

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

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

This 9th day of April, 2018.



Glyn Thrift, Chairman
Board of Commissioners of Candler County

Sworn to and subscribed before me
this 9th day of April, 2018.



Notary Public



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

**AGREEMENT FOR PROFESSIONAL SERVICES AND EMPLOYMENT
OF MEDICAL DIRECTOR FOR CANDLER COUNTY EMERGENCY
MEDICAL SERVICES**

THIS AGREEMENT dated April 24th, 2018 by and between Candler County, Georgia and Ian Munger, M.D. (hereinafter "physician"), the parties agree as follows:

WITNESSETH:

THAT WHEREAS, Candler County, Georgia is a political subdivision of the state of Georgia; and

WHEREAS, Candler County, Georgia provides emergency medical services through the Candler County Emergency Medical Service; and

WHEREAS, Candler County, Georgia is authorized by law to enter into employment agreements for the provision of professional services; and

WHEREAS, Georgia law requires that emergency medical services such as the one operated by Candler County, Georgia must engage the services of a physician licensed to practice medicine in the State of Georgia; and

WHEREAS, Ian Munger is a physician licensed by the State of Georgia; and

WHEREAS, physician has experience as a medical director for emergency medical services; and

WHEREAS, Candler County wishes to engage the services of physician to provide the services of medical director for the Candler County EMS and physician desires to be employed by Candler County to provide said services;

NOW THEREFORE, in consideration of the mutual covenants specified below, the receipt and sufficiency of which are stipulated by the parties, it is agreed as follows:

1.

Physician shall provide the services required of a medical director for an emergency medical service in the State of Georgia. It shall be the responsibility and obligation of physician to be familiar with the legal requirements of the position specified in this paragraph.

2.

At a minimum, physician's duties shall include but not be limited to:

- (a) approving policies and procedures of the Candler County Emergency Medical Services;
- (b) Formulating medical protocols and communication protocols to be used by the Candler County Emergency Medical Service;
- (c) Formulating and evaluating Candler County Emergency Medical Services objectives;
- (d) Evaluating the performance of Candler County Emergency Medical Service employees, equipment and procedures;
- (e) Provide ongoing improvement of patient care; and
- (f) Developing and implementing policies and procedures for requesting air ambulance transport.

3.

In addition to the statutory and regulatory duties outlined in the preceding paragraph, physician shall also work to foster and improve relationships with the medical staff and administration of hospitals to which patients are transported.

4.

Physician shall maintain an unrestricted license to practice medicine in the state of Georgia. Additionally, physician shall maintain any and all necessary licenses, certifications, and permits, to prescribe all medications necessary for the provision

of emergency medical services. The loss or restriction of any license, certification, and permit described in this item shall be grounds for immediate termination of this agreement.

5.

Physician shall from time to time meet with the Director of the Candler County Emergency Medical Service to discuss patient care, policies, procedures, and equipment in an effort to provide guidance on the improvement of the services provided by the Candler County Emergency Medical Service.

6.

Candler County shall pay physician the sum of \$1,000.00 per month for the services to be provided under the terms of this agreement. The sum shall be paid on the first day of each and every month following the execution of this agreement.

7.

It shall be physician's responsibility to maintain adequate malpractice insurance in an amount of not less than \$1 million. It shall be the further responsibility of physician to maintain adequate continuing medical education hours and to comply with any and all state and federal laws and regulations relating to the provision of the services described in this agreement.

8.

The term of this agreement shall be twelve (12) months from the date of this agreement as listed above. The agreement shall automatically renew unless either party gives the other party notice of its intent to terminate the agreement not later than thirty (30) days from the end of the contract term.

9.

Both parties to this agreement acknowledge that physician is not considered to be an employee of Candler County. Rather, this agreement is intended to create an

independent contractor relationship between physician and County. Both parties acknowledge and affirm that physician is expected to use his independent skill, judgment, and expertise in the discharge of his duties without the control of Candler County, its employees, agents, officers, or its Board of Commissioners. Candler County shall not interfere or restrict the performance of physician's duties; it shall not dictate his work schedule; it shall not prescribe the manner and methods with which he provides the services contemplated hereunder.

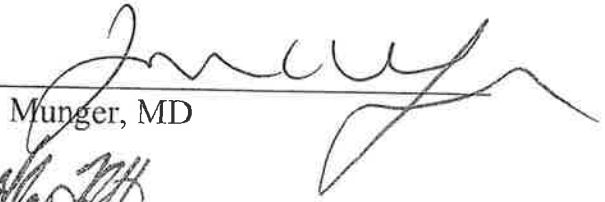
10.

General Provisions:


- (a) The text herein shall constitute the entire agreement between the parties;
- (b) This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the physician, and shall be interpreted under the laws of the State of Georgia;
- (c) If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect; and
- (d) This agreement shall not be modified or amended except by a written instrument executed by the physician and the duly authorized representative of the Board.

SIGNATURES CONTINUED ON THE FOLLOWING PAGE

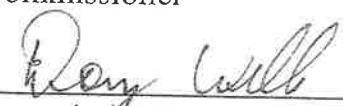
IN WITNESS THEREOF, Candler County, Georgia has caused this agreement to be signed and executed in its behalf by its Chairman and Board of Commissioners, and duly attested by its County Clerk, and the physician has signed and executed this agreement both in duplicate, effective as of the 24 day of April, 2018.

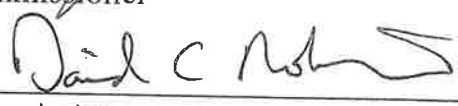


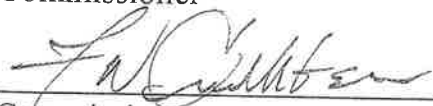
Ian Munger, MD



Glyn Thrift, Chairman

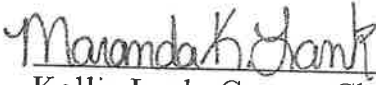
Commissioner


Commissioner


Commissioner




Attest:



Kellie Lank, County Clerk

Approved as to form:



Kendall Gross, County Attorney