

Board of Commissioners of Candler County
Called Meeting
April 13, 2018
9:30 A.M.

The Board of Commissioners of Candler County held a called meeting on Friday, April 13, 2018, at 9:30 a.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. The purpose of the called meeting was to hold an executive session to discuss possible litigation and other business brought properly before the Board. Those attending the meeting were Candler County Commission Chairman, Glyn Thrift; Candler County Vice-Chairman, Brad Jones and Commissioners Donny Wells, David Robinson and Wayne Culbertson; Candler County Administrator, Douglas R. Eaves; Candler County Clerk, Maranda K. Lank; Guest attending the called meeting included Aaron Meyer and Melissa Klatzkow of Jarrad & Davis, LLP. the Metter Advertiser representative, Jerri Goodman. Candler County Attorney, Kendall Gross, was unable to attend the Called Meeting.

Call to Order

Chairman Thrift called the meeting to order at 9:32 a.m.

Invocation and Pledge of Allegiance

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

Award of 2018 LMIG Project

Mr. Eaves presented the bid result from the 2018 LMIG Excelsior Church Road Project bid opening that occurred as advertised on April 10, 2018 at 2:00 p.m. Mr. Eaves recommendation was to award the project to the low bidder, Ellis Wood Contracting, that came in at \$517,051.75. Mr. Eaves stated that financing for the project will come from the state awarded amount of \$405,747.27 and \$111,304.48. Of the \$111,304.48, the County is required to put in a \$40,574.72 match in accordance with the required 10% match from the TIA SPLOST account. have two sources.

The bids submitted are as follows:

Bidder	Total Construction Cost
East Coast Asphalt	\$540,745.00
Ellis wood Contracting, Inc.	\$517,051.75
R.B. Baker Construction	\$598,219.05
Sikes Brothers, Inc.	\$557,741.65

Chairman Thrift made a motion seconded by Commissioner Culbertson to award the bid to Ellis wood Contracting, Inc. at \$517,051.75. The motion passed unanimously with Chairman Thrift and Commissioners Wells, Robinson and Culbertson voting in favor. (Let the minutes reflect that Vice-Chairman Jones came into the meeting just after the vote was taken. He was not present at the time of this motion passing.)

Executive Session – Pending Litigation

Commissioner Robinson made the motion to enter into an Executive Session at 9:40 a.m. seconded by Vice-Chairman Jones to discuss possible litigation only. The motion passed unanimously.

Commissioner Culbertson made the motion seconded by Commissioner Robinson to adjourn the Executive Session and resume with the regular business meeting at 10:29 a.m. The motion passed unanimously.

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

Action

Based on Mr. Eaves recommendation, Chairman Thrift made the motion seconded by Commissioner Robinson to mail the letter dated April 13, 2018 *RE: Jail Construction and Staffing Additional Penalties* to the City of Metter in respect to unsurrendered Jail Add on Fees. The motion passed unanimously.
(See Exhibit A)

Chairman Thrift then asked Aaron Meyer from Jarrad & Davis, LLP, who represent Candler County in SDS Negotiations with the City of Metter, Mr. Meyer approached the Board and began a recap of the negotiation process thus far.

Mr. Meyer then said, "Good afternoon, good morning rather. Aaron Meyer with Jarrad & Davis. So, where we are right now in-Service Delivery Strategy negotiations is we are essentially back to square one. The County and City initially met and we had exchanged service delivery forms. We talked about what needed to be done, where we could agree. We found that about 90% of the issues there was no disagreement between the City and the County and we were instructed to prepare those service delivery forms and present those to the City in hope that we could set those aside and say there is no disagreement here; and, now let's start tackling the big fish. The biggest fish was Fire. And, as you are aware the problem was that the County was on the hook to fund a certain percentage of fire cost. Those fire cost were going exponentially more and more out of control. One of the things the County was hoping to accomplish was that we could bifurcate the administrative expenses so that the City would still have full discretion on its administrative matters: who is hired, how much they are paid...things of that nature. But, when it came to putting the capital equipment together, there would be a division between infrastructure and capital equipment that was going to primarily serve the City and equipment that was going to primarily serve the County. In by splitting it that way, giving the County some discretion about which capital equipment it wanted to purchase to serve the County. The County would be able to protect its purse and have some sort of control over its costs in the long run. And, an Agreement in Principle was reached to that effect. Our firm was asked to put that agreement together, in which we did. We submitted it to the City and their attorney. It is my understanding that the City has recently said that the County was not negotiating in good faith because we sent back a contract with a lot of redlined mark-ups on it. I wanted to give you that background because that was an interesting story. As I said a moment ago, we put together the first agreement that was consistent with what we understood the parties had reached, at least in principle. We put it together. And, instead of giving us a redlined mark-up, which is typical in contract negotiation. One side drafts it, the other side marks it, and they show their work so that the other side can see what has been changed. That is the most transparent way to do it. They sent us an entirely new contract that had been rewritten from the ground up and it did not carry forward the ground work that we had laid. It was brand new. And, they had changed every material term that we had otherwise previously agreed to. And, our firm again was asked to take a look at that and make some recommendations to the County about whether or not this contract still met the agreement in principle that was reached. The biggest problem was that was found was that it was littered with grammatical errors...spelling errors, grammatical errors...those had to be changed. Consistent with good faith negotiation, we tracked those changes in redlines so that the other side could see what we were doing. We are not hiding any of the changes that we have made. We highlight them in red and they are stricken through so that the other side can see what we have done. The other problem and this was a huge problem was that there were multiple and inconsistent terms for how the contract could be terminated down the road. I believe there three or four separate sections that dealt with this eventual termination or break-up in some form or fashion. If you read through that contract to understand how it would work, Heaven forbid we actually end up in a situation where we are looking at a contract termination. The contract said you do two inconsistent things in times. So, we had to reconcile all of that language, and then pull it together. What we did is we vetoed all of that contract termination language out of the various sections. We then consolidated it into a new section in numerical at the very end. And, then again you would see the redlined changes. We did that because that is the most transparent way to do this. The City made three major changes to the agreement that had been reached in principle. Two of those, we left in place. As part of the negotiation process, the County was willing to give on those two points. The third was how the equipment and vehicles would eventually be split up in the event that the County and City goes its own separate way. The formula they had proposed was that the City gets to go in and cherry pick everything. The County then has to pay for the leftovers, which was not the agreement reached. It's not a tenable solution, and it was probably not proposed in good faith. That was the only substantive change that was actually made. Everything else was cleaning up the work that they had provided to us. That was the one change that the County had made. And, as we understand it right now the City is referencing that contract revision as grounds for going back to the drawing board or potentially filing a law suit because the County will not work with them. So, I want you to understand that it is not the case that the County and its attorneys that will not work in good faith to reach an agreement. It is just the opposite. The County has done everything possible and even have gave substantially into what the City's demands were in the latest contract negotiations. And as of right now, we do not see a path forward in contract renegotiations. What we are recommending is that the County move forward into the first stage of mediation under the Service Delivery Act and we request that the City come and sit down at the table with an impartial mediator who can hear both sides of the story. Pursuant to the terms of the Service Delivery Act, it would be open forum so that it will be public record and the voters of Candler County and the City of Metter can get a firsthand look at what happens when the City and the County sit down together to meet and talk about. That will be the necessary impetus to move us off of this stalemate

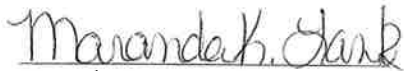
and get the renegotiations back on track. I am happy to answer any more questions, but I think that brings us up to speed.”

Mr. Eaves then reiterated Mr. Meyers recommendation to the Board.

Chairman Thrift made a motion seconded by Commissioner Robinson to authorize outside counsel, Jarrad & Davis, to deliver a formal demand for mediation to the City of Metter and, if necessary, to authorize Jarrad & Davis to take all legal action necessary to compel the City of Metter to comply with the mediation procedures provided by law. The motion passed unanimously.

Adjournment

With no further business to discuss, Vice-Chairman Jones made a motion at 10:52 a.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

Donny Wells
Vice-Chairman

Vacant
County Administrator

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 Friday, April 13, 2018.

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

3.
The executive session was called to order at 9:40 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);

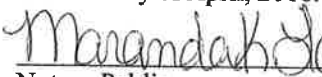
Other

This 13th day of April, 2018.



Glyn Thrift, Chairman
Board of Commissioners of Candler County

Sworn to and subscribed before me
this 13th day of April, 2018.



Notary Public



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

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift
Chairman

Douglas R. Eaves
County Administrator

Brad Jones
Vice-Chairman

Donny Wells
Commissioner

David Robinson
Commissioner

Wayne Culbertson
Commissioner

Via Certified Mail; Return Receipt Requested

April 13, 2018

Hon. Ed Boyd, Mayor
City of Metter
P.O. Box 74
Metter, GA 30439

RE: Jail Construction and Staffing Additional Penalties

Dear Mayor Boyd:

The City of Metter has, since 1996, contracted with the County to house inmates and provide dispatch services for the Metter Police Department (the "Public Safety IGA"). The Public Safety IGA, approved in a Metter City Council Called Meeting on July 22, 1996, remains in effect through the end of this year. While there have been some intervening modifications to the Public Safety IGA, primarily pertaining to prisoner costs (regarding the provision of meals and medical expenses), the basic components of the Public Safety IGA have not been disturbed and remain in full force and effect.

Candler County has adopted the required county resolution to authorize the imposition of the jail fine 'additional penalties' as required by O.C.G.A. §15-21-92 (the "County resolution").

As a result of the Public Safety IGA and the County resolution imposing additional penalties pursuant to O.C.G.A. §15-21-93 – and as mandated by O.C.G.A. §15-21-94 (a) - funds imposed and collected in the City Court must be transmitted to the governing authority of the County by the tenth day of the month following the month in which the sums are collected.

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It is our understanding that the City of Metter has collected such fine add-ons since January with a sum approximating \$5,500. To date, no such sums have been remitted to the County governing authority by the City. It should be noted that there are severe penalties for any person whose duty [it is] to collect and remit such sums ...to fail to remit same. O.C.G.A. §15-21-94 (b).

The Candler County Board of Commissioners, as the local governing authority, have directed that all efforts, including legal action if necessary, be initiated to remedy this violation of State law and the Public Safety IGA. I strongly urge that the City of Metter take all actions necessary to deliver the collected funds to the County as required by law.

At the direction of and on behalf of the Candler County Board of Commissioners

Sincerely;

Douglas R. Eaves
County Administrator

cc: Ken Jarrard, Esq.

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