



Houston County Board of Commissioners Meeting

Warner Robins, Georgia

November 19, 2019

6:00 P.M.

HOUSTON COUNTY COMMISSIONERS MEETING
Warner Robins, Georgia
November 19, 2019
6:00 P.M.

Call to Order

Turn Off Cell Phones

Invocation – Commissioner Robinson

Pledge of Allegiance – Senior Airman Anthony C. Lockett, USAF

Recognition of Ned Sanders – EPA Outstanding Individual Achievement Award

Approval of Minutes from November 5, 2019

New Business:

1. Employee Benefit Changes - Commissioner Walker
2. Statewide Mutual Aid and Assistance Agreement (GEMA/HS) – Commissioner Walker
3. Board Appointment (Board of Health) – Commissioner Thomson
4. Communications System Agreement (Motorola / E911) – Commissioner Thomson
5. City/County Water Rate Increase – Commissioner Thomson
6. Surplus Equipment Approval – Commissioner McMichael
7. Approval of Bid (Trucks / Water Dept.) – Commissioner McMichael
8. Christmas Parade Agreement – Commissioner McMichael
9. Peaches to Beaches Agreement – Commissioner Robinson
10. Acceptance of Grant (Wal-Mart Community Grant / Fire Equipment) – Commissioner Robinson
11. Approval of Bills – Commissioner Robinson

Public Comments

Commissioner Comments

12. Executive Session for Attorney / Client matters per O.C.G.A. § 50-14-2(1)

Motion for Adjournment

In a continuing effort to control the escalating costs associated with the County's Employee Health Insurance Program staff has recommended various changes that would take effect on January 1, 2020.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the changes to the County's Employee Health Insurance program as outlined in a memorandum from the Personnel Director dated November 4, 2019 and endorsed by the Director of Administration; and changes to the retiree's health and dental insurance as outlined in a memorandum from the Personnel Director dated October 30, 2019 and endorsed by the Director of Administration.



Houston County Personnel Department

Houston County Board of Commissioners
200 Carl Vinson Parkway
Warner Robins, GA 31088
478/542-2005 (Office) 478/542-2118 (Fax)

To: County Commissioners
Barry Holland, Director of Administration

From: Kenneth Carter, Director of Personnel

Date: November 4, 2019

Re: Health Plan Changes 01/01/2020

A handwritten signature in black ink, appearing to read "Barry Holland".

The current year is trending at close to 7% increase in the cost over 2018. With this, below is a list of changes that I recommend that we make for the upcoming Health Plan Renewal (effective 01/01/2020). These changes are all items that are standard in most plans across the country.

- Implement Prior Authorization for Prescription Drug Plan
- Increase Retiree Rates by 4%
- Increase deductible, copay, and out of pocket maximum for both plans as follows:

	POS		PPO	
	Current	1/1/2020	Current	1/1/2020
Primary Care - Copay	\$15.00	\$20.00	\$25.00	\$35.00
Specialist - Copay	\$25.00	\$30.00	\$35.00	\$45.00
Deductible (Individual)	\$350.00	\$400.00	\$400.00	\$600.00
Deductible (Family)	\$1,000.00	\$1,200.00	\$1,200.00	\$1,800.00
Out of Pocket (Individual)	\$2,000.00	\$3,000.00	\$2,000.00	\$4,000.00
Out of Pocket (Family)	\$6,000.00	\$9,000.00	\$6,000.00	\$12,000.00
Emergency Room	\$250.00	\$500.00	\$250.00	\$500.00
Urgent Care (Med Stops)	\$15.00	\$25.00	\$25.00	\$35.00
Pharmacy Copay (Tier 1)	\$10.00	\$10.00	\$10.00	\$10.00
Pharmacy Copay (Tier 2)	\$25.00	\$50.00	\$25.00	\$50.00
Pharmacy Copay (Tier 3)	\$75.00	\$100.00	\$75.00	\$100.00
Pharmacy Copay (Specialty)	20%/\$400	20%/\$500	20%/\$400	20%/\$500



Houston County Personnel Department

Houston County Board of Commissioners
200 Carl Vinson Parkway
Warner Robins, GA 31088
478/542-2005 (Office) 478/542-2118 (Fax)

To: Retirees with Health and Dental Insurance
From: Kenneth Carter, Director of Personnel
Date: October 30, 2019
Re: Health and Dental Premiums

A handwritten signature in black ink, appearing to be "K. Carter", written over a horizontal line.

Effective January 1, 2020, the premiums for health and dental insurance will increase for all retirees. The current plan year is trending at a 7% increase above the cost for 2018. With this increase it is recommended that the premium be increased by 4% for both health and dental plans. The new rates are listed below:

Retiree Rates 1/1/2020						
	PPO			POS		
	Health	Dental	Total	Health	Dental	Total
Individual	\$332.80	\$20.80	\$353.60	\$291.20	\$20.80	\$312.00
Individual + 1	\$405.60	\$32.24	\$437.84	\$395.20	\$32.24	\$427.44
Family	\$447.20	\$32.24	\$479.44	\$421.20	\$32.24	\$453.44

If you have any questions, please contact my office.

Retiree Rate Changes Effective 1/1/2020												
	PPO						POS					
	Current			1/1/2020			Current			1/1/2020		
	Health	Dental	Total	Health	Dental	Total	Health	Dental	Total	Health	Dental	Total
Individual	\$320.00	\$20.00	\$340.00	\$332.80	\$20.80	\$353.60	\$280.00	\$20.00	\$300.00	\$291.20	\$20.80	\$312.00
Individual + 1	\$390.00	\$31.00	\$421.00	\$405.60	\$32.24	\$437.84	\$380.00	\$31.00	\$411.00	\$395.20	\$32.24	\$427.44
Family	\$430.00	\$31.00	\$461.00	\$447.20	\$32.24	\$479.44	\$405.00	\$31.00	\$436.00	\$421.20	\$32.24	\$453.44

The Georgia Emergency Management Agency-Homeland Security (GEMA/HS) Statewide Mutual Aid and Assistance Agreement is up for renewal. Chief Stoner has reviewed the agreement and recommends that the Board accept the agreement as is.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign an agreement for Statewide Mutual Aid and Assistance with Georgia Emergency Management Agency / Homeland Security (GEMA/HS) effective immediately and terminating on March 1, 2024.

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: _____

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.
- (3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.
- (5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.
- (6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.
- (7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and
2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2024. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

Chief Executive Officer - Signature

Chief Executive Officer – Print Name

County/Municipality: _____

Date: _____/_____/_____

GEMA/HS Director – Signature

GEMA/HS Director – Print Name

Date: _____/_____/_____

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the “Authorized Representative(s)” for _____(county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Print Name

Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature

Date: _____/_____/_____

Chief Executive Officer – Print Name

FAQs

Why do I need to do this?

Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and reimbursement of costs incurred by those parties who render such assistance. This agreement also provides the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity

What other jurisdictions are involved?

Participating Party means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

What kind of assistance are we talking about?

"Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

Who will our resources be working for?

The Assisting Party's mutual aid resources will continue under the command and control of their own supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

What if my jurisdiction doesn't want to send resources?

A jurisdiction may withhold resources to the extent necessary to meet the current or anticipated needs of the jurisdiction's own political subdivision.

What about liability and reimbursement?

Those issues are covered in Article VI Liability and Immunity, and Article VIII Reimbursement in the Agreement.

What if my jurisdiction wants to withdraw from this agreement?

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Board Appointment (Board of Health)

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the appointment of Dr. Larry Stewart to the Houston County Board of Health to fill the unexpired term of Dr. James Whitaker. The appointment is effective immediately and the term expires on December 31, 2023.

4

There is \$7.2 million in the 2018 SPLOST program for replacement of all 800 MHz subscriber units (portable radios, mobile radios, mobile data terminals, and tablets) on our system. These are county-wide funds and include the Houston County Sheriff Department, Houston County Fire Department, Public Works and District Attorney devices as well as all three cities fire and police departments, the City of Warner Robins Public Works and Utilities Departments, and finally Houston EMS.

We all purchase the portable radios and mobile radios exclusively from Motorola through the statewide contract. These radios combine to be nearly \$5.8 million of the \$7.2 million total. Motorola has offered a deal whereby if the County will commit to the purchase of these radios by December 1st, they will offer an additional savings that total nearly \$800,000. Additionally, Motorola will provide back-end equipment at the E911 Center that will enable enhanced GPS tracking capabilities for each mobile and portable radio that we do not currently have available. This GPS server and enhancement is a nearly \$350,000 value to the County.

Finally, Motorola has agreed to defer all payment for these radios for a two-year period. We would pay a lump sum on December 1, 2021 with no interest accrued.

Staff recommends acceptance of this offer.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign a Communications System Agreement (CSA) and a Lease Purchase Agreement with Motorola Solutions for new portable and mobile radios for use by County-wide public safety departments, Houston EMS, and certain Public Works and Utilities Departments.

Wholesale Rate Increase

Houston County recently had a water rate study performed and based upon those results our consulting engineers and Public Works staff recommend an increase to the city residential bulk rate from \$0.95 per thousand gallons to \$1.47 per thousand gallons to be effective on January 1, 2020. The city commercial bulk rate would remain at \$1.47 per thousand gallons with commercial and residential bulk rates for customers outside Houston County at \$1.77 per thousand gallons, which is the same rate charged to all retail customers.

The last rate increase went into effect January 1, 2006.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

new city residential bulk water rates effective January 1, 2020 as outlined in a memorandum submitted by Director of Operations Robbie Dunbar dated November 8, 2019.




**HOUSTON COUNTY
PUBLIC WORKS DEPARTMENT**

2018 Kings Chapel Road
Perry, Georgia 31069
(478) 987-4280 • Fax (478) 988-8007

Memo

To: Houston County Board of Commissioners

From: Robbie Dunbar, Director of Operations 

CC: Dan Walker, Utilities Superintendent

Date: November 8, 2019

Re: Raise Water Rates for City-County Water Purchase Agreement

After thorough review of recently performed rate study for Houston County Water System, Staff & Consultants would like for the Board of Commissioners to consider raising the city residential bulk rate from \$0.95 per thousand gallons to \$1.47 per thousand gallons. We would like this to be effective January 1, 2020. City commercial bulk rate would remain at \$1.47 per thousand gallons. Commercial and residential bulk rates for customers outside of Houston County will be \$1.77 per thousand gallons, which will be the same as retail rates in Houston County.

Thank you for your consideration of this request.

6

The Purchasing Department is requesting approval to declare surplus four scraper pans, one motor grader, one dump truck and a tractor as outlined in a memorandum by Mark Baker dated November 6, 2019. These items will be listed for auction online with GovDeals.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the declaration of surplus equipment for the items listed in a memorandum from Director of Purchasing Mark Baker dated November 6, 2019. These items will be properly advertised and listed for online auction with GovDeals.



HOUSTON COUNTY BOARD OF COMMISSIONERS

2020 KINGS CHAPEL ROAD * PERRY, GA 31069-2828
TELEPHONE (478) 218-4800 * FACSIMILE (478) 218-4805

MARK E. BAKER
PURCHASING AGENT

To: Houston County Commissioners

From: Mark Baker

CC: Barry Holland

Date: November 6, 2019

Re: Surplus Road Construction Equipment – Online Auction

Approval is requested to declare the following items surplus to hold an Online Auction on www.govdeals.com.

Contingent upon your approval, the online auction would be completed November 25, 2019.

Lot 100: 1988 CAT 615C Scraper Pan 5TF00141 (#342) Dept# 4200

Lot 101: 1988 CAT 615C Scraper Pan 5TF00148 (#343) Dept# 4200

Lot 102: 1988 CAT 12G Motorgrader 61M12712 (#354) Dept# 4530

Lot 103: 1988 CAT 615C Scraper Pan 5TF00102 (#678) Dept# 4530

Lot 104: 1990 CAT 615C Scraper Pan 5TF00408 (#069) Dept# 4530

Lot 105: 2007 New Holland TL100A Tractor HJS106265 (#391) Dept# 4200

Lot 106: 2000 Int'l L-2554 Dump Truck 1HTGCAAT1YH308363 (#352) Dept# 4530

Bids were solicited for two half-ton regular cab pick-up trucks for use in the Water Department with six dealers responding. Staff recommends award to Ginn Commercial for two 2020 RAM 1500 trucks at a unit cost of \$20,882.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the award of two half-ton regular cab pick-up trucks for use in the Water Department to Ginn Commercial of Covington, GA at a unit cost of \$20,882 or a total amount of \$41,764. Water capital funds will pay for the purchase of these vehicles.



**HOUSTON COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT**

2020 KINGS CHAPEL ROAD • PERRY, GEORGIA 31069-2828
(478) 218-4800 • FACSIMILE (478) 218-4805

MARK E. BAKER
PURCHASING AGENT

MEMORANDUM

TO: Houston County Board of Commissioners
FROM: Mark E. Baker
CC: Barry Holland
DATE: November 8, 2019
SUBJECT: Purchase of Two (2) 2020 Half Ton Regular Cab Trucks
(Bid # 20-14A)

The Purchasing Department solicited prices for Two (2) 2020 Half Ton Regular Cab Trucks in November 2019. These vehicles will be used by the Houston County Water Department.

The Purchasing Department recommends that the Houston County Board of Commissioners purchase the Two (2) 2020 Half Ton Regular Cab Trucks from Ginn Commercial at a price of \$20,882 or a total of \$41,764. They will be charged to 505-11.7500

<u>Company</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Bid Amount</u>
Ginn Commercial	2020	RAM	1500	\$20,882
Brannen Motor Company	2020	Ford	F-150	\$22,625
Allan Vigil Ford	2020	Ford	F-150	\$22,660
Jeff Smith Ford	2020	Ford	F-150	\$23,751
Hardy Chevrolet	2020	Chevrolet	Silverado	\$23,775.30
Brannen Ford of Perry	2020	Ford	F-150	\$24,370.76

The 62nd Annual Warner Robins Christmas Parade is scheduled to be held on Saturday, December 7, 2019. This agreement formalizes the arrangement whereby the event organizers would utilize the Health Department parking lot and grounds for handicap viewing and the Magistrate Court facility for commentator parking. The duration of time will be from 1:00 pm to 9:00 pm.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign the agreement between the County, the City of Warner Robins, the Convention and Visitors Bureau, and Rigby's Entertainment Complex allowing the use of a portion of the grounds of the Houston County Magistrate Court Building and the Houston County Health Department Building during the Warner Robins Christmas Parade event held on December 7, 2019.

Agreement

This Agreement made and entered into this ___ day of _____, 2019, by and between the Board of Commissioners of Houston County, hereinafter referred to as “County” and Rigby’s _____ hereinafter referred to as “Rigby’s” and Warner Robins Convention and Visitors Bureau, hereinafter referred to as “CVB” and the City of Warner Robins, hereinafter referred to as “City”.

Whereas, the CVB, City and Rigby’s sponsor an event known as the Warner Robins Christmas Parade on December 7, 2019; and

Whereas, CVB, City and Rigby’s desire to use of portions of the grounds of the Houston County Magistrate Court located at 89 Cohen Walker Drive, Warner Robins, Georgia, and the Houston County Health Department located at 98 Cohen Walker Drive, Warner Robins, Georgia, hereinafter referred to as “Property”; and

Whereas, the Parties desire to establish parameters for the use of the property and indemnification for the property owner.

Now Therefore in consideration of the mutual benefits flowing to the Parties it is agreed as follows:

1.

County will allow the CVB, City and Rigby’s without charge to use the grounds of the Property on Saturday December 7, 2019 beginning at 1:00 pm and ending at 9:00 pm.

2.

CVB, City and Rigby’s do hereby agree to indemnify and hold the County harmless from all loss, obligations or liabilities whatsoever regarding any damage to the property or improvements and any accident, injury or death resulting from the use of the Property by CVB, City, Rigby’s or its participants. The obligation to indemnify the County shall be deemed to include any attorneys’ fees and expenses of ‘litigation’ reasonably incurred by the County in defense of any claim or action brought against the County for which CVB, City and Rigby’s has agreed to indemnify the County pursuant to this paragraph.

3.

CVB, City and Rigby’s their agents and representatives will insure the return of the site in its pre-event conditions, including the removal of all trash. The CVB, City and Rigby’s shall not use any marking paint to designate areas on the concrete, grass, sidewalk or asphalt and further no stakes shall be driven into any asphalt.

4.

This Agreement shall be construed in accordance with and governed by the laws of the state of Georgia.

5.

This Agreement shall be binding upon and insure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

So Agreed the day and year first written above.

Board of Commissioners of
Houston County

Rigby's

By: _____
Chairman

By: _____
Title: _____

Attest: _____
Director of Administration

Attest: _____
Title: _____

Warner Robins Convention and Visitors Bureau

City of Warner Robins, Georgia

By: _____
Title: _____

By: _____
Title: _____

Attest: _____
Title: _____

Attest: _____
Title: _____



2001 Karl Drive
Warner Robins, GA
31088

Director Dunbar,

Facilities Use Request: Please accept this letter as a formal request to utilize parking at the following facilities for the 62nd Annual Warner Robins Christmas Parade on Saturday, December 7th at 4 PM:

Houston County Health Department (Handicap viewing)
Houston County Magistrate Court (Commentator parking)
Family and Children's Services Department (general public parking)
Georgia Department of Labor (general public parking)

Parking would need to be accessible from 1 PM - 9 PM. Prior to the parade, during the parade, and after the parade. There will be no overnight parking.

We are working in partnership with the City of Warner Robins Mayoral Office through Mayor Toms, Warner Robins Police Department and Houston County Sheriff Department with Captain Edwards of WRPD, as well as Marsha Buzzell at Warner Robins Convention and Visitor's Bureau.

If you need any other information, please don't hesitate to contact me at,

Cell: 478.334.1095
Office: 478.287.6715
Email: gprigby@rigbysec.com

Looking forward to working with you on this great community event.

Best,

Gracie Preston Rigby

Signed: _____

Dated: 10/11/2019

A handwritten signature in cursive script, appearing to read "Gracie", is written over a horizontal line. The signature is fluid and extends below the line.

9

The Peaches to Beaches Annual Yard Sale event is scheduled to be held on Thursday, March 12th thru Saturday March 14th. The County has allowed the event organizers to use the Houston County Government Building grounds and parking lot in years past. This agreement between the County, the Perry Area Convention and Visitors Bureau, the Golden Isles Parkway Association, the Perry Lions Club and the City of Perry formalizes the agreement.

The main parking lot of the building will remain open for building staff members and citizens who need to avail themselves of those departments (Board of Elections, County Extension Office and the NRCS office).

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

Chairman Stalnaker to sign the agreement between the County, the Perry Area Convention and Visitors Bureau, the Golden Isles Parkway Association, the Perry Lions Club and the City of Perry allowing the use of a portion of the grounds of the Houston County Government Building during the Peaches to Beaches Annual Yard Sale event held March 12, 2020 through March 14, 2020.

Agreement

This Agreement made and entered into this 29 day of October, 2019, by and between the Board of Commissioners of Houston County, hereinafter referred to as "County" and the Golden Isles Parkway Association, Inc., hereinafter referred to as "Association" and Perry Area Convention and Visitors Bureau, hereinafter referred to as "CVB" and the Perry, Georgia Lions Club, hereinafter referred to as "Club" and the City of Perry, hereinafter referred to as "Perry".

Whereas, the Association, CVB, and Club sponsor and event known as Peaches to the Beaches Annual Yard Sale to be held the March 12, 2020 to March 14, 2020; and

Whereas, the County allows the use of portions of the grounds of the Houston County Government Building located at 801 Main Street, Perry, Georgia, hereinafter referred to as "Property"; and

Whereas, the Parties desire to establish parameters for the use of the property and indemnification for the property owner.

Now Therefore, in consideration of the mutual benefits flowing to the Parties it is agreed as follows:

1.

County will allow vendors of the Association, CVB, and Club without charge to use the grounds of the Property with the exception of the main parking lot adjacent to Main Street. This use will commence at Thursday, March 12, 2020 at 5:00 pm and end Saturday, March 14, 2020 at 8:00 pm.

2.

One entrance to the main parking lot will be barricaded and the other entrance will remain open for employees and visitors only to access the Property from Thursday, March 12, 2020 at 5:00 pm through Friday, March 13, 2020 at 5:30 pm. During this time Association, CVB, and Club will provide law enforcement officer to ensure that only employees and visitors for businesses in the Property are allowed to park there. After said time the main parking lot may be used by visitors to the event for parking.

3.

It is understood that no public streets will be closed during the hours of business for businesses in the Property that would impede access to the main parking lot located on Main Street.

4.

Association, CVB, and Club do hereby agree to indemnify and hold the County harmless from all loss, obligations or liabilities whatsoever regarding any damage to the property or improvements and any accident, injury or death resulting from the use of the Property by Association, CVB, Club or its participants. The obligation to indemnify the County shall be deemed to include any attorneys' fees and expenses of 'litigation' reasonably incurred by the County in defense of any claim or action brought against the County for which Association, CVB, and Club has agreed to indemnify the County pursuant to this paragraph.

5.

Association, CVB, and Club their agents and representatives will ensure the return of the site in its pre-event conditions, including the removal of all unsold items and trash. The Association, CVB, and Club shall not use any marking paint to designate vendor booths on the concrete, grass, sidewalk or asphalt and further no stakes shall be driven into any asphalt.

6.

This Agreement shall be construed in accordance with and governed by the laws of the state of Georgia.

7.

This Agreement shall be binding upon and ensure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

So Agreed the day and year first written above.

Board of Commissioners of
Houston County

By: _____
Chairman

Attest: _____
Director of Administration

Golden Isles Parkway Association, Inc.

By: Allie Hammy
Title: President/CEO

Attest: Juanita
Title: Event Organizer/Helper

Perry Area Convention and Visitors Bureau

By: Allie Hammy
Title: President/CEO

Attest: Juanita
Title: Event Organizer/Helper

City of Perry, Georgia

By: _____
Title: City Manager

Attest: Julie Henning
Title: Executive Secretary

Perry, Georgia Lions Club

By: _____
Title: Perry Lions President

Attest: Juanita
Title: Event Organizer/Helper

10

Chief Stoner has applied to the Walmart Community Grant Program for funds to purchase Nomex hoods personal protective gear for use in the Fire Department. Walmart has approved \$1,000 for this purpose and staff recommends acceptance.

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the acceptance of a Walmart Community Grant in the amount of \$1,000 to be used by the Fire Department to purchase Nomex hoods (personal protective equipment).

Community Grant Program

Confirmation of Application Receipt:

Your proposal was successfully submitted to Walmart. No further action on your part is required. A confirmation email will be sent to the email address provided during registration. Please ensure that your email client is not sending email from Cybergrants to a spam or junk email folder.

Please note: Applications are generally reviewed within 90 days of the submission date. Once funding decisions have been made, you will receive a follow up status email. To print a copy of this completed application go to 'File', then 'Print' on your browser toolbar. Click here to [return to the homepage](#) when you are finished.

Contact Information

* First Name	Christopher
* Last Name	Stoner
* Contact Title	Fire Chief
* Address	200 Carl Vinson Pkwy
* City	Warner Robins
* State	Georgia
* Zip	31088
* Telephone	4785422040
* E-mail Address	cstoner@houstoncountyga.org
* Contact Type	Executive Director

Program Information

Grant Type Local Community Contribution

* Program Name Firefighter Nomex Hood (Personal Protective Equip)

* Requested Grant Amount \$2,250.00

* International Funding No

* Focus Area Public Safety

You have selected: Public Safety

Agreement

* MOU Applicant's Name Christopher Stoner

* MOU Applicant's Title Fire Chief

* Acknowledgement of Terms and Conditions AGREE

Need Support?

Walmart Inc. (“Walmart”) requires each Grantee to accept the following terms which shall apply to any grant funds awarded by Walmart in response to the Grantee’s application. Your acceptance of these terms is a prerequisite for the consideration of your grant application.

Please note that your review and agreement to the following terms does not create any agreement on behalf of Walmart to approve your grant application or to provide any donation to your organization. The following terms become binding only upon the issuance of a check by Walmart in response to your organization’s grant application.

Unless otherwise specified, all terms shall apply to all Grantees.

The Grantee agrees to the following:

1. AUTHORITY

Grantee’s signatory possesses all necessary capacity and authority to act for, sign and bind the Grantee to this Agreement.

2. REPRESENTATIONS OF GRANTEE

The Grantee represents to Walmart (the “Grantor”) that it qualifies as one of the following types of organizations:

- An organization holding a current tax-exempt status under Section 501(c)(3) or (19) of the Code;
- A recognized government entity: state, county, or city agency, including law enforcement or fire department;
- A K-12 public or private school, charter school, community/junior college, state/private college or university; or
- A recognized church or other faith-based organization.

3. PURPOSE AND ADMINISTRATION

The grant shall be used exclusively for the purposes selected by Grantee in the Grantee’s Community Grants application (the “Fund Use”). Additionally, Grantee agrees as follows:

- The Grantee will directly administer the project or program being supported by the grant and agrees that no grant funds shall be re-granted to any organization or entity, whether or not formed by the Grantee.

- The Grantee will use funds for exclusively charitable, scientific, and/or educational purposes.
- The Grantee shall expend the grant funds exclusively within the United States in accordance with this Agreement.

4. USE OF GRANT FUNDS

The Grantee shall use the full amount of the grant for the purposes set forth in the Fund Use. Unless otherwise agreed in writing by Grantor, the Grantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the "Code");
- To influence the outcome of any specific public election;
- To conduct activities outside the United States;
- To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code; or
- To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, gender identity, age, or sexual orientation, or support of any entity that engages in these activities.

Any interest or other income generated by the grant funds must be applied to the purposes described in the Fund Use.

To the extent that the Grantee is a governmental entity, and in addition to all other requirements contained in this Agreement, the Grantee agrees that grant funds are to be used exclusively for public purposes within the meaning of Section 170(c)(1) of the Code.

5. RECORD RETENTION

The Grantee agrees to maintain complete and accurate records of receipts and expenditures and make its books and records available to the Grantor at reasonable times upon its request. Grantee will maintain books, accounts, and records that, with a sufficient detail, accurately and clearly reflect its transactions and the disposition of funds. No “off the books” or unrecorded funds or accounts shall be created or maintained for any purpose. Furthermore, Grantee will maintain records of expenditures charged against the grant that are adequate to identify the use of the funds in compliance with the purposes and restrictions specified in this Agreement. Such records shall be retained for a period of at least five years after the completion of the use of the grant.

The Grantor may, at its expense, monitor and conduct an evaluation of operations under the grant, which may include visits by representatives of the Grantor to observe the Grantee’s program, procedures and operations, and discussions of the program with the Grantee’s personnel.

6. ADDITIONAL TERMS AND CONDITIONS

The Grantor reserves the right to terminate the grant for cause as a result of the Grantee’s breach of the terms of this Agreement or the Grantee’s failure to make adequate and sustained progress toward the completion of the activities and achievement of the objectives contained in the Funds Use. Notwithstanding the foregoing, in the event that Grantor determines, in its sole discretion, that Grantee has engaged in conduct that violates Section 12 of this Agreement, Grantor immediately shall have the right to suspend future donations and to suspend or terminate this Agreement.

If the Grantor determines, in its reasonable discretion, that the Grantee has breached or failed to carry out any provision of this Agreement, the Grantor may, in addition to any other legal remedies it may have, terminate the grant and demand the return of all or part of the grant funds not spent or obligated to third parties in accordance with the terms of this Agreement, including, without limitation, all grant funds expended by the Grantee for purposes other than for the Funds Use. The Grantee shall return all such grant funds to the Grantor within thirty (30) days of receiving a termination notice from the Grantor.

7. PUBLICITY

The Grantor may make information regarding this grant public at any time and in a manner which it deems appropriate. Grantee agrees to cooperate with any effort by Grantor to publicize the grant, including but not limited to designating a suitable representative to appear on behalf of Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries.

Grantee agrees to provide Grantor an opportunity to review and comment on the contents of any statement, release, or report concerning this grant in advance of its release to the public or any third party.

Notwithstanding anything to the contrary contained herein, Grantee may list Grantor as a supporter of Grantee for up to one year following Grantor's transfer of funds to Grantee pursuant to this Agreement; *provided, however*, (i) any such listing will include the names of other supporters of Grantee and (ii) Grantor's position on such listing shall be reasonable in proportion to the amount given by Grantor. No license to use Grantor's (or Grantor's subsidiaries' or affiliates') trademarks, trade names or other intellectual property is granted hereunder.

8. NO ADDITIONAL SUPPORT

It is expressly understood that the Grantor has no obligation to provide additional support to the Grantee for this or any other project or purposes.

9. GENERAL INDEMNIFICATION

The Grantee shall indemnify, defend, save and hold harmless the Grantor, its governing board, and the individual members thereof, and all officers, agents, employees, representatives and volunteers from and against any and all liability, loss, cost, expense, injury, proceeding, claim or obligation arising out of, related to, connected with, or as a result of any acts or omissions of the Grantee, including, without limitation, any injury or property damage suffered by any third party due to the negligence or willful misconduct by the Grantee or any Grantee employee, officer, agent, employee, representative or volunteer in performance of this Agreement. Such provision shall not apply to any liability, loss, cost, expense, injury, proceeding, claim or obligation arising out of, connected with, or as a result of any negligent act or willful misconduct committed by the Grantor.

In no case shall the Grantor be liable to the Grantee or any third party for consequential damages. The Grantor shall have no liability for any debts, liabilities, deficits, cost overruns, or negligence or willful misconduct of the Grantee. It is expressly understood by the parties that no trustee, director, member, officer, employee or other representative of the Grantor shall incur any financial responsibility or liability of any kind or nature in connection with this Agreement. The parties agree that the liability of the Grantor hereunder shall be limited to the payment of the grant awarded by Grantor, if any, pursuant to the terms and conditions of this Agreement and that the Grantor shall have no other duty or obligation to the Grantee or any other person.

To the extent that the Grantee is a governmental entity described in Section 170(c)(1) of the Code and is prohibited by law from providing Grantor with the above indemnification, this Section 10 shall not be applicable.

10. COMPLIANCE WITH LAWS

Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's acceptance and use of the grant, including those that govern gifts, donations, contributions, expenditures, and

anything else of value that benefit, directly or indirectly, public officials. Grantee agrees to notify Grantor immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the grant and to the extent permitted by applicable law, shall provide Grantor with all written notices and communications received by Grantee relating to any such investigation, action, litigation, or disciplinary proceeding.

11. ANTI-TERRORISM AND ECONOMIC SANCTIONS

Grantee affirms that neither Grantee nor any of Grantee's affiliates (i) is or will act in violation of any Anti-Terrorism Law (as defined below), (ii) is or will become a Prohibited Person (as defined below), (iii) conducts or will conduct any business or engages or will engage in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (iv) deals in or will deal in or otherwise engages or will engage in any transaction relating to property or interests in property blocked pursuant to Executive Order No. 13224 (as defined below); or (v) engages in or will engage in or conspires to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As used herein: (A) "Anti-Terrorism Law" is defined as any Law relating to terrorism or money-laundering, including Executive Order No. 13224 and the USA Patriot Act (as defined below); (B) "Executive Order No. 13224" is defined as the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as amended; (C) "Prohibited Person" is defined as any person or entity (1) listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (2) owned or controlled by, or acting for or on behalf of, any party described in clause (C)(1) above; (3) with whom any lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (4) who commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; (5) named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tl1sdn.pdf> or at any replacement website or other official publication of such list; or (6) affiliated with any party described in clauses (C)(1)-(5) above; and (D) "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as amended.

12. ANTI-CORRUPTION COMPLIANCE

Grantee agrees that its use of all funds received under this Agreement will be in full compliance with all applicable anti-corruption laws and regulations, including but not limited to the United States Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act. Accordingly, Grantee agrees that in connection with its activities under this

Agreement, neither Grantee nor any agent, affiliate, employee, re-grantee, or other person acting on its behalf will offer, promise, give, or authorize the giving of anything of value, or offer, promise, make, or authorize the making of any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment, to any government official, political party, or candidate for public office in order to gain any unfair advantage or to influence any act or decision of a government official. Grantee further agrees that the funds provided under this Agreement shall not be used for the personal benefit or enrichment of any government official.

Grantee agrees to provide timely information to Walmart regarding any changes to the representations made in this Agreement. Grantee further agrees to assist and cooperate in any investigations related to the use of the grant funds received under this Agreement.

13. APPLICABLE LAW

This Agreement, and the rights and obligations of the parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of Arkansas.

14. REPRESENTATIVES AND SUCCESSORS BOUND

This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns.

15. DEPOSIT OF FUNDS

Notwithstanding anything else to the contrary in this Agreement, the Grantee, by executing this grant Agreement, expressly agrees to deposit the grant funds check in its account in a timely fashion. Grantee acknowledges and agrees that if it does not cash the check within one hundred eighty (180) days of the effective date of this Agreement, the Grantor will issue a stop payment order on such check, and Grantee releases any and all interest in the grant funds and the check and hereby acknowledges that the Grantor is not holding the grant funds on Grantee's behalf. Further, such failure to timely cash the check shall be deemed to be a waiver by Grantee of any rights of action against Grantor. If a stop payment is issued pursuant to this provision, the Grantee may submit a new request to Grantor for grant funds, for similar or different purposes, but the determination as to whether to issue a new grant check to Grantee in such circumstance is in the sole discretion of the Grantor.

16. ENTIRE CONTRACT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter covered herein and contains all of the covenants and agreements between the parties with respect to the Fund Use in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or

binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties hereto. Any changes, additions or deletions to this Agreement, including the Fund Use, must be approved in writing by both the Grantor and the Grantee. This Agreement and all amendments may be signed in counterparts, each of which will constitute one and the same document. Any signature delivered via facsimile or other electronic means shall be deemed an original signature to this Agreement. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. SEVERABILITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Summary of bills by fund:

• General Fund (100)	\$5,627,096.55
• Emergency 911 Telephone Fund (215)	\$ 368,597.38
• Fire District Fund (270)	\$ 183,350.83
• 2006 SPLOST Fund (320)	\$ 1,750.00
• 2012 SPLOST Fund (320)	\$ 405,631.70
• 2018 SPLOST Fund (320)	\$ 101,346.50
• Water Fund (505)	\$ 405,017.67
• Solid Waste Fund (540)	<u>\$ 341,717.13</u>
Total for all Funds	\$7,434,507.76

Motion by _____, second by _____ and carried _____ to

- approve
- disapprove
- table
- authorize

the payment of the bills totaling \$7,434,507.76

Executive Session for Attorney / Client matters per O.C.G.A. § 50-14-2(1)